

Agreement for Offender Telephone Services

THIS AGREEMENT (Agreement) is made by and between Public Communication Services, with an address at 2609 Cameron Street, Mobile, AL 36607 (Contractor or PCS) and the Idaho Department of Correction, with an address at 1299 N. Orchard St., Ste. 110, Boise, ID 83706 (Department or IDOC) for the provision of telephone services to an incarcerated adult offender population under the jurisdiction of the IDOC housed in prison facilities and community work centers. The Department and the Contractor, in consideration of the terms and conditions herein, agree as follows:

1. Authority

This Agreement is entered into pursuant to Idaho Code §67-5717 and 67-5732; Idaho Administrative Procedures Act (IDAPA) Rule 38.05.01.032 of the Idaho Department of Administration, Division of Purchasing (DOP); and applicable policies of the IDOC. If there is a conflict between this Agreement and Idaho Code or IDAPA Rules applicable to DOP, the Idaho Code and IDAPA shall take precedence.

2. Background

- a) The Department has contracted with Public Communication Services (PCS) for the provision of telephone services to an incarcerated offender population since January 19, 2006 under CPO01936.
- b) CPO01936 expires on January 18, 2012, with no further renewal options.
- c) The Department has deemed these services to be concession services as defined in IDAPA Rule 38.05.01.032, and is therefore entering into this Agreement with PCS to continue the provision of telephone services congruent with the specifications in CPO01936, as amended, and defined herein.
- d) Telephone services will be provided to an incarcerated adult offender population in the State of Idaho, under the jurisdiction of the IDOC, in ten (10) prison facilities and four (4) Community Work Centers (CWC).

3. Definitions

Terms, whether capitalized or not, in this Agreement and any exhibits and attachments shall have the meanings set forth in this Agreement and the exhibits and attachments unless the context requires otherwise. Where a term is not defined in this Agreement or its exhibits and attachments, or the definition is inadequate, the parties shall come to agreement on a definition in good faith.

- a) CAPP – Correctional Alternative Placement Program: a prison facility privately operated by Management & Training Corporation (MTC) located in Kuna, Idaho
- b) Contract Monitor – The person(s) designated by the IDOC, Contract Services Bureau to monitor the Contractor's performance in carrying out the terms and conditions of this Agreement and providing a fully functional, operating telephone system in order to determine contract compliance and coordinate communication and interactions between the Contractor and the IDOC.
- c) Contractor – Public Communication Services (PCS) and all of its, parents, subsidiaries, affiliates, employees, and subcontractors
- d) EBCWC – East Boise Community Work Center: an IDOC operated work center located in Boise, Idaho
- e) Fully Burdened – The cost structure for all calling options available through the telephone system must include all costs associated with the Contractor's operations, including the provision of all services and materials as provided for in this Agreement including, but not limited to, wages, administrative overhead, travel, transportation,

lodging, and costs associated with telephone system start up, maintenance, repairs, replacements, software, hardware, and commissions.

- f) ICC - Idaho Correctional Center: a prison facility privately operated by Corrections Corporation of America (CCA) located in Kuna, Idaho
- g) ICI-O - Idaho Correctional Institution – Orofino: an IDOC operated prison facility located in Orofino, Idaho
- h) IFCWC – Idaho Falls Community Work Center: an IDOC operated work center located in Idaho Falls, Idaho
- i) IMSI - Idaho Maximum Security Institution: an IDOC operated prison facility located in Kuna, Idaho
- j) Inter-LATA - Telecommunications between a point located in a local access and transport area and a point located outside such area
- k) Intra-LATA - A connection between 2 telephone companies within the same region
- l) ISCI - Idaho State Correctional Institution: an IDOC operated prison facility located in Kuna, Idaho
- m) LATA - Local access and transport area means a contiguous geographic area
- n) LEC - Local Exchange Carrier Any person that is engaged in the provision of telephone exchange service or exchange access
- o) NCWC – Nampa Community Work Center: an IDOC operated work center located in Nampa, Idaho
- p) NICI - North Idaho Correctional Institution: an IDOC operated prison facility located in Cottonwood, Idaho
- q) Offender – A person under the legal care, custody, supervision, and authority of the IDOC that the Department assigns to a prison facility or CWC facility for custody
- r) Pre-existing Intellectual Property – Any trade secret, invention, computer code, software, work of authorship, or other intellectual property that related to any products or services provided under this Agreement that has already been conceived or developed by the Contractor before the service commencement date of this Agreement.
- s) PWCC - Pocatello Women’s Correctional Center: an IDOC operated prison facility located in Pocatello, Idaho
- t) SAWC - St. Anthony Work Camp: an IDOC operated prison facility located in St. Anthony, Idaho
- u) SBWCC - South Boise Women’s Correctional Center: an IDOC operated prison facility located in Boise, Idaho
- v) SICI - South Idaho Correctional Institution : an IDOC operated prison facility located in Boise, Idaho
- w) SICI CWC – South Idaho Correctional Institution Community Work Center: an IDOC operated work center located in Boise, Idaho
- x) State – The State of Idaho including each agency unless the context implies other states of the United States
- y) Workmanlike Manner - Executed in a skilled manner; e.g. generally plumb, level, square, undamaged and without marring adjacent work, and installed in accordance with manufacturer’s guidelines
- z) Work Product – All written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, software, policies and procedures, and anything else the Contractor produces or develops in connection with rendering any performance under this Agreement, but shall expressly exclude Pre-Existing Intellectual Property and any licensed property belonging to a third party.

4. Term

This Agreement shall be in effect from January 19, 2012 through June 30, 2013 upon full execution of this Agreement. Upon mutual agreement of the Parties, this Agreement may be renewed for one (1) additional one (1) year term.

5. Compensation

The Contractor shall pay the IDOC a commission based on the total gross billings for all calls made on the telephone system. Total gross billings shall be defined as total calls made on or through the telephone system billed at the rates defined herein or subsequently modified. Commission rates are defined as follows:

Call Type	Commission Amount for Prison Facilities
Debit call	\$2.25 per call
Pre-paid collect call	\$2.00 per call
Collect call	\$1.75 per call

Call Type Commission Amounts for CWC facilities will be 20% of all revenues generated from Debit calls, Pre-paid collect calls, and Collect calls.

Commission checks shall be submitted to the IDOC on a monthly basis and shall be accompanied by a report that itemizes total number of calls per call type, minutes of usage, gross billings, and commission amounts for each prison and CWC facility.

The Contractor must be able to interface with the commissary system to facilitate the purchasing of debit phone time. The Contractor shall manage offender telephone accounts and allow IDOC unobstructed access to all financial and account information related to purchases, offender telephone accounts, and related financial transactions. The telephone system should have the capability of detecting and preventing dialing patterns that could be attempts at fraud. The Contractor is responsible to have protocols in place to identify and minimize fraudulent activity. The IDOC will bear no responsibility for loss of revenue as a result of fraudulent use of the telephone system or service.

All commission payments shall be considered final and binding upon the IDOC unless written objection is received by the Contractor within sixty (60) days of receipt of commission payment by the IDOC.

Commission payments will be delivered to the address listed in this Section, which may be changed by IDOC from time to time upon notice to Contractor in accordance with terms of the notice provision of this Agreement.

Idaho Department of Correction
1299 N. Orchard St., Ste. 110
Boise, ID 83706
Attn: Business Support Manager, Contract Services Bureau

6. Scope of Work

6.1 Purpose

The purpose of this Agreement is for the Contractor to provide telephone services to an incarcerated adult offender population in ten (10) prison facilities and four (4) CWC facilities within the State of Idaho for the IDOC. Two of the prison facilities, ICC and CAPP, are operated by private contractors. The remaining prison facilities and CWC

facilities are operated by the IDOC. The IDOC operated facilities are PWCC, SAWC, SICI, ISCI, IMSI, SBWCC, ICIO, NICI, NCWC, EBCWC, IFCWC, and SICI CWC.

The term "telephone system" is used throughout this Agreement to represent the entire telephone service (inclusive of hardware, software, and data) provided by the Contractor to offenders housed in prison and CWC facilities statewide. The web based platform for the telephone system is currently referred to by the Contractor as the *Inmate Calling Manager* (ICM) system. The telephone system currently in place and operated by PCS shall remain in place in accordance with the specifications herein, until the expiration of this Agreement. The Contractor is responsible to maintain the telephone system, all hardware and software, and all calling options for the duration of this Agreement. The telephone system must be a fully operational and reliable system(s) that will provide outgoing, monitored telephone calls made by offenders. The safety and security of the prison and CWC facilities is of the utmost importance, and the telephone system shall be operated and maintained in a manner that protects the public, protects the security and safety of staffs and offenders; and includes call control capabilities, monitoring and recording of calls (as allowed by law), reports, and investigative technology.

During the term of this Agreement, including any renewal period(s), IDOC agrees to:

- (a) Reasonably protect Contractor's Equipment against willful abuse and promptly report any damage, service failure, or hazardous conditions to the Contractor.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or unreasonable prejudice to Contractor employees or representatives, patrons, or consignees.
- (d) IDOC represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Contractor shall have the exclusive right to provide inmate phone service at the Facility provided, however, that the Contractor may choose not to exercise this exclusive right.
- (e) During the term of this agreement, IDOC agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate IDOC's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Contractor has no responsibility to advise IDOC with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by IDOC, or compliance therewith. IDOC has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities provided under this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, IDOC any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. IDOC agrees to indemnify, defend, and hold Contractor harmless from any liability,

claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Contractor by any person arising out of failure of IDOC (or the Contractor at the direction of IDOC) to comply with such applicable law, regulation, or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to IDOC are the exclusive property of IDOC; provided, however, that Contractor shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

The telephone system shall include providing dial tone for local, intra-LATA, inter-LATA, interstate, and international calls. Additionally, call detail records shall be available for the entire telephone system. Each prison and CWC facility will be provided access to call recordings and call detail records, "real-time" call monitoring, and investigative features of the telephone system platform. Calling options will include debit calls, pre-paid calls, and collect calls in a thirty (30) minute call duration. IMSI shall be allowed up to a forty-five (45) minute call duration. This call duration may be shortened or lengthened upon mutual agreement between the Contractor and IDOC.

This Agreement shall include, but is not limited to, the Contractor providing:

- A complete and fully functioning telephone system(s) to include hardware, software, and wiring suitable for a prison environment
- Customer service for IDOC, the public, and offenders
- All local access required connecting IDOC locations to the vendor's network and any related network hardware
- All recording and monitoring equipment and data storage
- Attorney number database administration
- PIN administration
- Call recording and data retention
- On-going support, repair, and maintenance of the telephone system and network
- Compliance with all Public Utility Commission (PUC) rules, Federal Communications Commission (FCC), and all other applicable standards and regulations as required over the duration of this Agreement

6.2 Operating Standards

For the duration of this Agreement the Contractor must adhere to all FCC, Americans with Disabilities Act (ADA), and PUC Regulations, as well as all applicable federal law, state law, Idaho Code, IDAPA, IDOC policies, and industry standards. The Contractor must maintain a current FCC registration. During the term of this Agreement, the Contractor shall comply with and implement any and all changes arising from any and all changes to the operating standards, as defined now or amended in the future.

The Contractor must adhere to the IDOC policies and Standards Operating Procedures (SOP) identified in this Agreement, or made applicable to the Contractor at a later date in writing by the IDOC. The IDOC policies and SOP applicable to the Contractor are as follows: SOP 114.04.02.001 *Funds: Offender*, policy 503 *Use of Telephones by Offenders*, SOP 503.02.01.001 *Offender Telephone Monitoring and Recording*, policy 510 *Searches of Persons/Vehicles Entering Correctional Facilities*, and SOP 510.02.01.001 *Facility Access*. When a policy or SOP is made applicable to the

Contractor in writing by the IDOC, the Contractor must implement said IDOC policy or SOP no later than thirty (30) days after the date of notification is made by the IDOC.

6.3 Telephone Services for the Disabled

The telephone system must meet all state and federal requirements concerning telephone services for the disabled. All systems must meet all current and future ADA requirements, including providing telephones that are accessible to persons in wheelchairs, locating and mounting telephones properly, and providing telephones that are compatible with TDD devices that are currently commercially available.

Full TDD/TTY access must be supported throughout the telephone system in all facilities. The Contractor's call processor must be able to be configured to allow up to thirty (30) minutes per TDD connection. The Contractor shall also program the system to allow only a certain number of attempts and/or connections per day, week, or month. The system must connect to a circuit that has the capability of accessing a TDD relay center. The system must have a centrally managed database with all relay centers' contact information. These numbers allow offenders to process messages without voice overlays. This exception table must be kept current. Any number not in this list will have a voice overlay.

The Contractor must work closely with the IDOC to ensure that the security features designed into standard calling practices are incorporated into the calls made by offenders through the relay centers. This includes recordings, blocked numbers, PINs, and PANs. The Contractor must ensure that disabled offenders have the same calling privileges and security features designed into their calling patterns as all other offenders.

The Contractor shall provide telephones to accommodate wheelchair access as needed in each facility. In locations with four or more telephones in one housing unit, one (1) of the telephones must be mounted at a height necessary to meet ADA specifications. Most other phones should be located at a 48" height.

6.4 Grade of Service

All telephone lines must provide simultaneous service at all times, with no blockages at the network level due to insufficient access, processing capacity, database interaction, or any other limitation of provider equipment or services. All systems and equipment will use DTMF rather than rotary dialing. Some called parties may have rotary phones, the telephone system must be able to interact with those phones in order to allow called parties to accept or block calls. The Contractor must provide a fully redundant network. Every level of the system must have surplus and backup capacity with failover in the event of an anomaly. Should a trunk fail or develop problems, it must be able to be busied out either manually or automatically so that calls will be automatically routed to the available trunks.

The Contractor must utilize redundant call managers, routers, trunks, and load monitoring throughout the network. The Contractor must also utilize a real-time remote monitoring of each facility to identify any anomalies and correct them before they can affect service. Both hardware and software must be checked at least hourly, including environmental diagnostics (temperature and humidity), and network diagnostics. The net result of this aggressive system must be a Mean Times To Failure and Mean Times to Repair (MTTF & MTTR) consistently in the 99.999% range.

The telephone system must be able to handle and sustain growth in call volume and/or offender population. The telephone system must be fully modular and able to be expanded as needed. Additional processing capacity, cabling, and trunks must be able to be added to ensure a consistent level of service. The Contractor must provide at least a P.01 Grade of Service for all types of calls (local, Inter-lata, etc.). This means that less than 1 call in 100 would be blocked even during the busiest hour.

The Contractor shall provide the IDOC with access to reports showing the Grade of Service for any facility for both the local and long distance carriers. Percentage Grade of Blocking reports must be able to be run at any time. The Contractor must proactively monitor the system to ensure Grade of Service requirements are being met.

6.5 Hardware Requirements

All equipment provided must be suitable for use in a prison facility, considering environment, usage, and security factors. Telephones must be tamperproof, with protected cords, housings, finishes, mountings, etc. Steel housings and water/fire/shockproof keypads must be used. All telephones must be user friendly, secure, not easily disassembled, no removable parts (without a special security removal device), resistant to physical abuse, and not be used as weapons. The Contractor must provide telephones that are consistent with industry standards, and replace outdated phones as necessary.

A special "suicide prevention" model shall be available for high security areas or for general use wherever the IDOC requests.

The Contractor must recognize the diverse needs of the IDOC from maximum security to the work camp environment. PCS will, where appropriate, offer the IDOC various telephone options, such as: lanyard configuration and length, hands-free phones, mobile carts, and other items that may be needed based on the needs of an area or facility.

The Contractor must support and maintain the inventory of telephone hardware for the duration of this Agreement, to include replacements, repairs, and preventative maintenance at its sole cost. The Contractor must provide additional telephones, wiring, and wired outlets, as needed to support calling and population increases. The Contractor must provide at least one (1) telephone for each 15 offenders within one (1) housing unit or housing area.

Each facility will have access to call recordings and call detail records via the ICM. All call recordings, call detail records, and other telephone system data must be retained for a period of no less than three (3) years.

6.6 Wiring

The Contractor is responsible for all inside and outside wiring or cabling for a complete installation from the telephone instruments to the point of demarcation. The state owns all existing inside wiring, but cannot warrant the continuing performance or suitability of this wiring. All wiring must be of sufficient quality and quantity to support all requirements and must meet industry standards. The Contractor will be responsible for any upgrades to wiring required to support the Contractor's system. Any cabling or wiring installed by the Contractor will become the property of the State at the end of this Agreement. The responsibility for all cable or wire repairs and maintenance from the telephone instrument to the point of demarcation, including any that is State-owned and reused by

the Contractor, will be borne by the Contractor at its sole cost. Any damage to a prison or CWC facility caused by the Contractor's employees or subcontractor will be repaired at the sole cost of the Contractor.

6.7 Electrical And Backup Power Requirements

All current telephones are line-powered and no separate power supply is required. Any additional telephones must meet this requirement. Lightning and transient protective devices must be installed on each telephone and central office port, including the modem. Surge protection and brownout tolerance must be built into each UPS power supply module. This effectively manages power to the systems and minimizes the impact of common power fluctuations. The central processor and all required ancillary equipment must be connected to a UPS back-up system that provides both electrical conditioning and battery back-up in case of a power outage. Electrical surge and ground protection must be provided for all new equipment in accordance with applicable codes and industry standards.

6.8 Audio Quality and Noise Control

The telephone system must allow offenders to hear their own calls clearly. Privacy must be maximized as much as possible without visually obstructing or preventing staffs from observing offenders using the telephones. The precise configuration at each site will be determined in concert with the IDOC. All telephones must provide audio quality such as clarity, cross talk levels, interference, etc. at least equal to that required for all common-carrier customers, and the IDOC will be the sole judge of the acceptability of the quality of transmission throughout this Agreement.

The telephones provided by the Contractor must provide audio quality that meets or exceeds industry standards enacted by standards organizations, such as Bellcore and IEEE, for transmitted and received levels, noise, cross talk, and frequency range. Amplified volume control must be a built-in feature of all the telephones. The telephone handsets must be hearing aid compatible and meet E.I.A. Standard RS-504 for compatibility.

6.9 Signage

All telephones must have a label or sign affixed to them, or in close proximity for visibility, indicating that all calls made, other than properly placed attorney calls, are subject to being recorded and monitored. These signs or labels must list the calling rates and the Idaho PUC contact information. These must be in both English and Spanish, and be vandal resistant and maintained in legible condition during the term of this Agreement.

6.10 Call Control

The telephone system must have, at a minimum, the ability to control the length of an individual call, announce randomly in either English or Spanish during the call that it is coming from a specific prison or CWC facility, and provide call termination announcements to both called and calling parties. Additional languages must be provided at the request of the IDOC. These features must be programmable on a network-wide, facility-wide, individual call, individual PIN, or range-of-telephones basis.

Announcements must be able to be customized for each facility. The frequency of these repeated warnings must be able to be set at an interval requested by the IDOC. These announcements must be loud enough for both the caller and called party to hear, but not

so loud as to interfere with conversation. The telephone system must have the capability to be turned on or off on a time-of-day schedule, set daily or weekly call limits, by PIN, or/and to set a "time-out" period between consecutive calls using the same PIN number.

The telephone system must be equipped and designed with "setup times, voice announced messages" for total conversation time available, as well as, "second and third messages" informing user of minutes remaining. These call control functions must be able to be programmed at a telephone system workstation where authorized users can classify and define the functions of individual telephones and/or groups of phones. Efficient initial call set-up is required. The interval of time between the offender dialing a valid PIN and the commencement of a ring tone must be ten (10) seconds or less on the telephone system. The offender must initiate calls.

The telephone system must be set up with a customized prerecorded announcement with voice prompts reflecting the name of the facility, the offender's name, and instructions for accepting, declining, or blocking the call. This announcement also states that the call will be monitored and recorded, and that the use of three-way or call waiting will disconnect the call. The announcement can be further customized to meet the IDOC's specific needs. The prompt must be able to be automatically delivered in the offender's language of preference (English, Spanish, or additional languages at IDOC's option), or the called party can be allowed to select their language of preference during the prompt. The called party must be notified of the caller's name, as recorded during the set-up process, and that the call is originating from a specific prison or CWC facility. To accept a call, the called party must be prompted to dial a single digit before both parties are connected.

The same case applies for a called party wishing to deny charges and not accept the call. Additionally, the called party must have the ability to deny the call and block the specific line from ever receiving another call from the entire telephone system. The choice selected by the called party must be communicated back to the offender before the connection is established or the call is disconnected.

During the call set-up process, the cost of the setup and rates for the call must be announced to the called party, before call acceptance, so this can be considered in accepting a call. The called party may be given the option to bypass the calling rate function by being prompted to dial a single digit. The called party must also be informed that all calls, other than properly placed attorney calls, are subject to being monitored and recorded. Attorney calls must be kept confidential and not recorded or monitored. The offender should be informed by the system if the call is not accepted, for whatever reason.

During the call set-up process the offender must be given the option to use one of the three calling options available, to include call rates and the balance remaining in the debit account.

When the called party answers, both the offender and called party will hear an announcement similar to the following: "This is a PCS collect call from "offender name" at (IDOC facility name). This call will be monitored and recorded. The use of three-way or call waiting will disconnect the call. To hear the cost of this call, dial 8 now. If you wish to block any future collect calls, dial 7-7. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now".

Offender debit account balances can be checked prior to placing a call. Whenever an offender's attempt to place a call does not succeed, the offender should always be informed of the reason. This is true whether the call was blocked or rejected by the called party. The offender and the called party must be completely isolated during the announcement, and not connected until called party has accepted the call. Positive acceptance of the call by the called party is required. If there is no response by the called party, this must be automatically interpreted as a denial, and the call must be immediately disconnected.

The telephone system must be able to allow live monitoring of phone calls, the placement of call alerts, and the ability to listen to a conversation without either of the other parties becoming aware a staff member is listening to the call. Staff must also have the ability to disconnect a call during live monitoring, if necessary.

The telephone system must permit the automatic, regular, and immediate disconnection of all offender telephones at once, entire facility, group(s) of telephones (e.g. an entire building or wing), or individual telephones; and the ability to pre-select hours of operation by telephone or group(s) of telephones. The IDOC must have the ability to enable or disable telephones on demand through any system workstation. Phone shutdown may be accomplished "gracefully" (i.e. shutting down all phones once the current conversation is complete) or abruptly (i.e. terminating all calls and performing telephone shut down immediately). This function must be able to be performed from a remote and/or on-site workstation.

6.11 Blanket and Limited Restrictions

The telephone system must be able to establish blanket restrictions for all calls in a prison or CWC facility (or group thereof), to include without limitation:

- Operator and directory service numbers, including 0, 00, 411, NPA-555, etc.
- Specific NPA's, such as 550, 700, 900, and 976
- 911 and other emergency service numbers
- Other long distance carriers, via 950, Toll Free, 10XXX, or other means
- International calls
- "Wild-Card Numbers" – allowing all callers to dial specific, approved telephone numbers regardless of location or any other restrictions. Although any offender can call these numbers, the calls are still subject to being recorded and monitored and will appear in call detail recordings.
- Offender PIN numbers
- Access to an unrestricted outside line or live operator
- Specific numbers as identified by IDOC staffs, to include telephone numbers for prison and CWC facilities, offender telephones, state officials' telephones, and other numbers that may be restricted upon request

Offenders attempting a call that is not allowed will hear an announcement explaining that the number they have dialed is not allowed. The telephone system must be capable of blocking calls in any configuration as requested by the IDOC or a specific facility. The IDOC must be able to control the following call parameters:

- Hours of operation (for example, services shut down during the night hours.)
- Maximum call duration
- Assignment of offender identifiers

- English and/or Spanish commands
- Branding Announcements
- Disconnect Announcements
- Three-way call detection
- All functions also controllable by a facility

At a minimum, a prison and CWC facility should be able to perform programming changes on-site or be able to request changes in programming of functions by submitting the requested changes to the Contractor by telephone, e-mail, or facsimile. The Contractor shall make every attempt to make requested changes in a reasonable time frame. Software functions, including such items as control of call parameters, offender database changes, and generating reports should be as simple for staff to learn and operate as possible. The following list of programmable functions, while not all inclusive, must be able to be programmed on-site or by submitting requested changes to the Contractor:

- Hours of operation by telephone or group of telephones
- Three-Way call detection treatment
- Specific call length
- Allowed Call Lists
- Specific system cut-off timers
- Daily or weekly call limits (not counting properly placed attorney calls)
- Time-Out between calls, by PIN, including any switchhook activity attempted by an offender placing a call
- Call blocking
- All 011, 683, 800, 888, 900, and 976 area codes will be blocked

6.12 Calling Options and Rates

There shall be no costs whatsoever charged directly to the IDOC for the services identified herein. The Contractor assumes all responsibility and costs to include fees, billing and collections, uncollectible charges, refunds, and fraudulent activity. The rates charged by the Contractor shall be a fully burdened rate in the form of a flat rate per call unless otherwise identified herein. Offenders shall be provided with the following outbound call types: debit, pre-paid collect, and collect calls. Debit calls are typically purchased by offenders via the commissary. Pre-paid calls are typically purchased by constituents through the establishment of a pre-paid account set up directly between the called party and the Contractor. Collect calls are collected from the called party by the Contractor through a third party phone carrier.

The rates per call to be charged at the prison facilities are as follows:

Debit	Surcharge	Per Minute
Local	\$3.40	--
Intra-LATA	\$3.40	--
Inter-LATA	\$3.40	--
Interstate	\$3.40	--
International	\$5.00	\$1.00

Pre-paid Collect	Surcharge	Per Minute
Local	\$3.60	--
Intra-LATA	\$3.60	--

Inter-LATA	\$3.60	--
Interstate	\$3.60	\$0.80
International	N/A	N/A

Collect	Surcharge	Per Minute
Local	\$3.80	--
Intra-LATA	\$3.80	--
Inter-LATA	\$3.80	--
Interstate	\$3.80	\$0.85
International	N/A	N/A

The rates per call to be charged at the CWC facilities are as follows:

Debit	Surcharge	Per Minute
Local	\$1.00	--
Intra-LATA	\$1.00	--
Inter-LATA	\$1.00	--
Interstate and Canada	\$3.00	--

Pre-paid Collect	Surcharge	Per Minute
Local	\$3.60 + taxes	--
Intra-LATA	\$3.60 + taxes	--
Inter-LATA	\$3.60 + taxes	--
Interstate and Canada	\$3.60 + taxes	\$0.80

Collect	Surcharge	Per Minute
Local	\$3.80 + taxes	--
Intra-LATA	\$3.80 + taxes	--
Inter-LATA	\$3.80 + taxes	--
Interstate and Canada	\$3.80 + taxes	\$0.85

6.13 Personal Identification Numbers (PIN)

The telephone system must provide the ability to assign a unique Personal Identification Number (PIN) to each offender. This PIN must be a combination of the offenders IDOC number and a unique four-digit PIN number provided by the Contractor. It must be possible to assign these numbers at the central intake processing stage, and for the same number to be associated with an offender for his or her entire stay at any prison or CWC facility, whether continuous or not. The establishment and maintenance of the PINs will be borne by the Contractor. Care should be taken to ensure an offender's PIN is secure and not easily discovered by other offenders to prevent theft of telephone time.

6.14 Attorney Calls

Offenders shall be allowed to contact their legal counsel through the telephone system. These calls must appear in the call detail records but must automatically be blocked from being monitored and recorded. The Contractor will be responsible for administering and maintaining this database on a system-wide basis.

The legal counsel telephone numbers should be taken from a list of all Idaho Attorneys received from the Idaho State Bar Association and/or Tucker's Legal Directory for Idaho and must be entered into a database. The Contractor must keep this list current and must add additional attorney telephone numbers to this database when requested by the IDOC. Rates charged for calls made to an offender's legal counsel or attorney may be waived and calls provided free of charge at the sole discretion of the IDOC. Three-way calls may be allowed only for legal counsel phone calls.

Attorneys may request addition to the database by supplying the IDOC with the request on company letterhead. The IDOC will notify the contractor in writing of the request to add the attorney. The Contractor must certify that properly placed attorney calls are not being recorded.

6.15 Training

The Contractor must provide initial and on-going training for identified telephone system users to include all telephone system functions, system administration functions, report generation and use, recording and monitoring functions, vendor support procedures, and other topics as needed. The Contractor shall provide to the IDOC any and all training materials or in-person training in order to facilitate a comprehensive understanding of the telephone system for the staff that use the system in any capacity. The Contractor must also allow its employees to attend IDOC training as requested by the IDOC at the Contractor's sole expense. This training will typically be delivered in the Boise area, and may include security practices, access to facilities, tool control, safety protocols, and emergency preparedness.

6.16 Staffing and System Support Requirements

The Contractor shall provide at least one (1) full time telephone system administrator to be located on-site at a prison facility in the South Boise Complex. This person must be able to conduct all tasks necessary to manage the telephone system and facilitate any and all repair, maintenance, customer service, training, and reporting that needs to occur on the system statewide. The system administrator will serve as the local single point of contact statewide between the IDOC and the Contractor. The Contractor shall also provide at least two (2) maintenance/repair technicians that can respond to any and all repair and maintenance needs statewide within four (4) hours of a request. The Contractor's employees must work collaboratively with IDOC contract staff and facility staff to provide excellent customer service, be transparent in handling contract and operational matters, and address any and all issues and needs that arise from performance of this Agreement and the operation of the telephone system.

All Contractor's employees and subcontractor employees must pass an IDOC background check as conducted by the IDOC to be eligible to have access to any prison or CWC facility. The background check forms to be used will be provided to the Contractor by the IDOC and must be completed prior to access to any facility. The IDOC may charge the Contractor a fee of \$25.00 for each background check conducted.

The Contractor's employee(s) must conduct a "walk through" of all CWC and prison facilities no less than once per month. The "walk through" must include a comprehensive review of the telephones within a facility, an analysis of the functionality of the system, address any operational or maintenance issues, and maintain positive working relationships with the staff at the facility. The system administrator must have remote capability so that they can quickly analyze, identify, and resolve any problems within

minutes of being notified. The Contractor must be authorized to provide service and repair, and individual maintenance technicians must be fully trained and certified as qualified by the manufacturers of the telephone system equipment in use at IDOC facilities.

The Contractor must warrant the qualification and certification of all technicians, whether provided by the prime or a sub-contractor, and must provide evidence of manufacturer authorizations, upon request. Should subcontractor relationships change during the term of this Agreement, the IDOC must be notified prior to the change and reserves the right to approve the change before it occurs. Any approved change must come with the assurance of no loss of performance during the change or for the remainder of the term of this Agreement.

The Contractor's employees must complete all work in a Workmanlike Manner. Maintenance and repairs shall typically be performed during the business hours of 7:30 a.m. to 4:30 p.m. Monday through Friday MST. All repair and maintenance services must be available from 6:30 a.m. to 10:30 p.m. MST, seven (7) days a week, three hundred and sixty five (365) days a year. In addition, the IDOC reserves the right to declare an emergency and to require repair or support services at any time. All customer service and system support must be available 24 hours a day, 365 days a year. All major system outages must be handled expediently and have as minimal impact on access to the telephone system as possible.

The Contractor must provide comprehensive maintenance for all parts of the telephone system, including but not limited to labor, parts, materials, software, repair or replacement of equipment, and transportation for the term of this Agreement. Maintenance, repairs, and replacements must be provided at no cost to the IDOC at any time, to include charges from Local Exchange Carriers. Any telephone system infrastructure, equipment, or material that is part of the physical plant of a CWC or prison facility shall become the property of the IDOC at the conclusion of this Agreement at no cost to the IDOC.

6.17 Software and Data Administration

Initial and ongoing management and updating of all telephone system and/or related software, records, and data created, developed, or used for the performance of this Agreement must be fully supported and maintained by the Contractor at its sole cost. All software upgrades, data storage needs, and new or enhanced system features that become available or necessary based on new software releases, or other factors, shall be implemented at no cost to the IDOC. Any changes or upgrades that change the functionality of the telephone system, to include call recording and monitoring functions, must be approved by the IDOC prior to implementation.

6.18 Records and Reports

All records, recordings, documentation, and reports pertaining to the performance of this Agreement and the operation of the telephone system in IDOC prison and CWC facilities shall be made available to the IDOC immediately upon request. Administrative rights to data shall be provided to no less than two IDOC staffs. The Contractor shall provide the reports listed below, and ad hoc or new reports as requested by the IDOC.

Facility Walk-through Reports – this report shall be provided monthly to the IDOC. This report shall include data demonstrating the requirement for a monthly walk-through of

each prison and CWC facility is met, and identify the status and functionality of the telephone system in each facility. The report shall include a summary of the repairs and maintenance conducted at each facility.

Refunds Reports – this report shall be provided monthly to the IDOC. This report shall include information about refunds provided to offenders, dropped call data, and other related information.

Idaho Health Check – this report shall be provided to IDOC as requested. This report shall include information about contract goals and performance, ticket resolution times, and offender concern forms data.

Performance Reports – this report is typically provided annually to IDOC. This report captures the Contractor's performance over the last year and the goals for performance for the upcoming year.

The telephone system must be able to produce call detail reports to include the following data, without limitation: an itemized list of all calls made by an offender during a specified time frame, the number called, offender's name and IDOC number, date, time, call duration, call type, and investigative data. Reports must be able to be sorted using a variety of factors, and must be viewable electronically and able to be printed in hard copy. The telephone system must be able to produce call recordings as well, from the beginning of the dialing to the termination of the call, and be burnable to portable data storage and able to be listened to/played without restriction.

The telephone system must also be able to produce financial reports showing offender accounts, transactions, and adjustments. These reports must show date and time information for transactions and activities, offender IDOC number, and offender name. The Contractor must provide the IDOC unobstructed access to all telephone system offender data, call detail records, call recordings, investigative functions and information, and any and all related data, records, and documents (inclusively considered work product under the performance of this Agreement). This access will not be restricted in any manner. This access does not pertain to the Contractor's employee wage and benefit information, and/or personnel files.

6.19 Meetings

At its sole cost the Contractor shall attend meetings with IDOC staff, stakeholders, and constituents as needed and/or requested. The system administrator shall meet with the IDOC contract monitor on a monthly basis to discuss system and operational issues. At least annually the Contractor's corporate representative shall meet with IDOC contract staff to discuss the performance of the contract and set performance goals, if any, for the upcoming year.

7. Idaho Department of Correction Terms and Conditions

7.1 Entire Agreement

This Agreement, and any and all exhibits or attachments, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Time is of the essence to this Agreement; therefore, all times for performance stated herein or as reasonably requested by IDOC will be strictly followed by the parties.

7.2 Priority of Documents

This Agreement consists of and precedence is established by the order of the following documents:

1. An amendment to this Agreement executed as provided for herein, with the more recent amendment taking precedence over a less recent amendment
2. This Agreement

7.3 Changes/Modifications

Changes or modification to this Agreement in any particular must be affected by written amendment to this Agreement as agreed upon by the parties hereto.

7.4 Governing Law and Severability

This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force. The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way effect the validity of this Agreement, any part hereof, or the right of such party to enforce each and every provision hereof.

7.5 Compliance with Law, Licensing, and Certifications

The Contractor shall comply with ALL requirements of federal, state, and local laws and regulations applicable to Contractor or to the property/services provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.

7.6 Contractor Responsibilities

The Contractor shall coordinate the successful execution of this Agreement and direct all performance activities on a day-to-day basis. The Contractor shall be responsible for all communications regarding the progress of performance of this Agreement and shall discuss with the IDOC Contract Monitor any issues, recommendations, and decisions related to this Agreement. The Contractor is responsible for furnishing and delivery of all property and services included in this Agreement, whether or not the Contractor is the manufacturer or producer of such. Further, the Contractor will be the sole point of contact on all matters related to the performance of this Agreement. The Contractor represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

7.7 Contract Relationship (relation of parties)

It is distinctly and particularly understood and agreed between the parties hereto that the State and the IDOC are in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for

personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State and the IDOC harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the IDOC's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The Contractor must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State of Idaho and the IDOC does not assume liability as an employer.

The IDOC has an interest in providing a healthy and safe environment in all prison and CWC facilities, and ensuring that the operation and management of the performance of this Agreement is carried out in an efficient, professional, legal, and secure manner. The IDOC, therefore, may, in its sole discretion, require that Contractor reassign or otherwise remove from performing services under this Agreement, any staff member, subcontractor, or subcontractor staff member reasonably found unacceptable to the IDOC in light of above referenced principles.

7.8 Subcontracting

The Contractor shall not, without written prior approval from the IDOC, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the IDOC of the Contractor's request to subcontract or acceptance of or payment for subcontracted work shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the State and the IDOC caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

7.9 Assignments

No Agreement or service or any interest herein shall be transferred by the Contractor to any other party without the prior, written approval of the IDOC. Transfer of this Agreement without approval shall cause the annulment of the Agreement so transferred, at the option of the IDOC. All rights of action, however, for any breach of such Agreement are reserved to the IDOC.

7.10 Ownership of Work Product

All information furnished to the Contractor for its use pursuant to this Agreement shall belong to the IDOC and shall be returned to the IDOC in good order upon completion of the Agreement or upon the IDOC's request. Contractor retains all right, title, and interest in and to equipment, software, and work product and proprietary information of every type, provided or created by Contractor pursuant to the Agreement, with the exception of inmate call recordings and call detail records, which would be owned by the IDOC.

Work Product shall mean all written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, computer software, and any anything else which the Contractor produces or develops in connection with rendering any performance under this Agreement.

Contractor agrees to negotiate in good faith with any future Inmate Phone Contractor to provide a stand-alone system or other solution acceptable to the IDOC to ensure that the IDOC retains access to call recordings and call detail records after termination or expiration of this Agreement.

The Contractor shall indemnify and hold the State and the IDOC harmless and shall defend at its own expense (subject to the right of the IDOC and the State of Idaho to provide additional legal counsel at their own expense) any claim or action brought against the State and the IDOC, its officers, agents, and employees arising out of or related to IDOC's use of the Work Product, the Pre-Existing Intellectual Property, and all other goods and services described in this Agreement based upon a claim of infringement of a United States patent, copyright, trade secret, or trademark.

7.11 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, civil or military authority, acts of war, riots, or insurrections provided that in all cases the Contractor shall notify the IDOC promptly in writing of any cause for delay and the IDOC concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon IDOC or Contractor any rule or regulation by any state, federal, or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder. Matters of the Contractor's finances shall not be a Force Majeure. The Contractor shall not be liable for interruption of telephone service from any cause outside of its control or for system maintenance.

7.12 Use of the State Of Idaho Name

Contractor shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State. Contractor may use the IDOC as a reference on its response to a Request for Proposal.

7.13 Confidential Information

Pursuant to this Agreement, Contractor may collect, or the IDOC may disclose to Contractor, financial, personnel, offender, or other information that the IDOC regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the IDOC. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information to any third party, except with the IDOC's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the IDOC. The IDOC may require that Contractor's officers,

employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the IDOC upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

1. Is or was in the possession of Contractor before being furnished by the IDOC, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the IDOC or State of Idaho;
2. Becomes generally available to the public other than as a result of disclosure by Contractor; or
3. Becomes available to Contractor on a non-confidential basis from a source other than the IDOC, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the IDOC.

7.14 Official, Agent, and Employees of the State not Personally Liable

Official, officer, employee, or agent of IDOC entering into this Agreement on behalf of IDOC represents and warrants that they have legal authority to enter into this Agreement on behalf of IDOC. In no event shall any official, officer, employee, or agent of the State or the IDOC be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this Agreement unless made without proper authority.

7.15 Anti-Discrimination/Equal Employment Opportunity Clause

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent changes to such laws made during the term of this Agreement and with all federal and state rules and regulations implementing such laws. The Contractor shall include this provision in every subcontract relating to this Agreement.

7.16 Save Harmless

Each party shall exonerate, indemnify, and hold harmless the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party.

Indemnification of the State and the IDOC shall not be construed to deny the State or the IDOC any of the benefits of any law that limits exposure to liability or damages and the State and the IDOC do not waive any immunity otherwise extended by law.

7.17 Patents and Copyright Indemnity

The Contractor shall indemnify and hold harmless the State and the IDOC and shall defend at its own expense any action brought against the State or the IDOC based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following:

1. The Contractor shall be notified promptly in writing by the IDOC of any notice of such claim; and
2. IDOC has not made trade secret disclosures even if required by law without promptly notifying the Contractor of the requirement and allowing the Contractor the opportunity to oppose the disclosure; and
3. The Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and IDOC may select at its own expense advisory counsel; and
4. The IDOC shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

Should the property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the IDOC the right to continue using the property, or to replace or modify the property so that it becomes non-infringing.

7.18 Attorney's Fees

In the event of a legal proceeding of any kind instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection herewith in addition to any other available remedies.

7.19 Restrictions on and Warranties – Illegal Aliens

The Contractor warrants that this Agreement is subject to Executive Order 2009-10; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of remedial actions and/or termination of this Agreement.

7.20 Taxes

The IDOC is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State of Idaho is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing

business with the IDOC, it shall be solely and absolutely responsible for the payment of those taxes.

7.21 Public Records

Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The IDOC will not accept the marking of an entire document as exempt. In addition, the IDOC will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State and the IDOC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the IDOC shall constitute a complete waiver of any and all claims for damages caused by any such release. However, if the IDOC receives any request for materials provided by the Contractor, IDOC may make disclosures as required by law as long as, before any disclosure, IDOC promptly notifies the Contractor of the requirement and allows the Contractor reasonable opportunity to oppose the disclosure.

7.22 Notices

Any notice that may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by electronic mail with receipt confirmation, United States mail, or pre-paid overnight courier as follows:

Idaho Department of Correction
Contract Services Bureau
1299 N. Orchard St. Ste. 110
Boise, ID 83706
Phone 208-658-2000
Facsimile 208-658-2160

Public Communications Services
12021 Sunset Hills Rd, Ste 100
Reston, VA 20190
Attention: Legal Department
Phone 703-955-3911
Facsimile 866-545-2952

Notice shall be deemed delivered immediately upon personal service, sent by electronic mail with receipt confirmation, overnight courier with receipt confirmation, or five business days after deposit in the United States' mail. Either party may change its contact information upon written notice to the other party.

7.23 Invoicing and Payment

Invoices for the debit calling option and commission reports and monies shall be sent to the IDOC Contract Services Bureau no later than the end of the following month in which the transactions occurred. The IDOC shall remit payment to the Contractor within thirty (30) days of receipt of the Contractor invoice, minus assessed liquidated damages or adjustment decreases as provided for in this Agreement. Payment is contingent on the Contractor delivering a proper invoice and any other documents required by the IDOC.

7.24 Rates

Rates shall not fluctuate for the period of this Agreement, unless otherwise agreed to by both parties and executed through a written amendment to this Agreement, except that any rate changes that are mandated by statute or law shall be made with thirty (30) days notice to IDOC. All rates shall be a fully burdened rate.

7.25 Compliance and Remedial Action

The Contractor and the IDOC shall comply with all laws, orders, rules, regulations, terms, and conditions applicable to them that are associated with the performance of their duties and obligations under this Agreement.

During the term of this Agreement and for three (3) years after the Agreement is terminated, and during customary business hours with reasonable notice, the IDOC may audit any aspect of the Agreement by examining the Contractor's records and other related materials. If a request to audit is made after the Agreement is terminated or expired, the IDOC shall give the Contractor at least ten (10) calendar days written notice. All audits shall be conducted at the Contractor's place of business at the expense of the IDOC. After termination or expiration, the IDOC shall audit at the place of business of the former Contractor, at the sole expense of the IDOC.

Upon completion of an audit, the IDOC shall provide written notice regarding areas of partial compliance or non-compliance. Any written notice or reports prepared, by either party, as a result of an audit conducted of Contractor's financial documents shall be considered confidential, trade secrets of the Contractor. For any areas of partial or non-compliance identified during the audit, the Contractor must submit to the IDOC a corrective action plan within ten (10) calendar days of notification by IDOC. The corrective action plan shall include time frames and action to be taken to achieve full compliance. The Parties shall either agree to the plan of corrective action as proposed, or shall negotiate and modify those areas of the plan so that they are acceptable to the Parties.

All corrective action items based upon an audit must be remedied by the Contractor within thirty (30) calendar days of approval of the plan of corrective action by the IDOC. If the Contractor fails to address areas of partial compliance or non-compliance based upon an audit and the agreed upon corrective action plan, the IDOC reserves the right to pursue Liquidated Damages and Remedies as provided for in this Agreement and as allowed by law. At any time during an audit process, IDOC reserves the right to cease its efforts in working with the Contractor on a corrective action plan, and issue written notice of default/breach.

In addition to any remedies available to the IDOC under law or equity, the IDOC may at its sole discretion require one or more of the following remedial actions, taking into account the nature of the deficiency, if any of the product/services provided fail to conform to requirements defined herein: (1) require the Contractor to take corrective action to ensure that performance conforms to requirements; (2) require Contractor to subcontract all or part of the service at no additional cost to the IDOC; (3) require payment of actual damages caused by the deficiency; (4) require payment of liquidated damages; or (5) terminate the Agreement pursuant to subsection 7.26, Termination. Requiring of payment by the IDOC for the failure of the Contractor to perform or payment of liquidated damages by Contractor shall not relieve Contractor from its obligations under this Agreement and shall not be a basis for termination by the Contractor under subsection 7.26, Termination.

The IDOC may assess liquidated damages if the Contractor fails to correct areas of partial compliance or non compliance as provided for herein. The Contractor shall have

ten (10) calendar days from the date of written notification to cure a default/breach. If after such period, the IDOC is not reasonably satisfied that the Contractor has resolved the deficiencies, or made substantial progress toward resolution, the IDOC may assess the sum of one thousand dollars (\$1,000.00) per calendar day as liquidated damages for each day the deficiency remains uncured after expiration of the ten-day period allowed for cure. It is agreed that this amount is to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The Contractor shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Assessment of liquidated damages shall be in addition to, and not in lieu of, other remedies available to the IDOC and nothing in this subsection shall preclude the IDOC from recovering damages or exercising any other remedy at law or in equity; nor shall the IDOC be precluded from terminating this Agreement for breach as provided for herein. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under this Agreement.

7.26 Termination

1. Termination for Convenience: The IDOC may cancel this Agreement at any time, with or without cause, upon no less than sixty (60) calendar days' prior written notice to the Contractor specifying the date of termination.
2. Termination for Cause: The IDOC may terminate this Agreement for the bases set forth below when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time set forth in the written notice of default/breach, not to exceed thirty (30) calendar days. If the nature of the default or non-compliance is such that the same cannot be reasonably be cured within thirty (30) calendar days, the Contractor shall not be in default or non-compliance if the Contractor shall within thirty (30) calendar days commence cure under a reasonable written cure plan and thereafter diligently prosecute the cure to completion. The IDOC may terminate this Agreement for cause if at any time: (a) the Contractor is in material breach of any warranty, term, condition, covenant, or obligation under this Agreement; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of this Agreement infeasible or impossible; or (c) the Contractor fails to comply with any applicable law, regulation, or rule.

7.27 Insurance

1. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit: One million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.
2. Employer's Liability Insurance: one million dollars (\$1,000,000.00) per occurrence and one million dollars (1,000,000.00) per person.
3. Commercial Automobile Liability: Combined Bodily Injury and Property Damage Single Limit: one million dollars (\$1,000,000.00) combined single limit for each occurrence.
4. Workman's Compensation: The Contractor shall comply with all Workman's Compensation requirements in the State of Idaho.

Upon failure of the Contractor to obtain or maintain the required insurance, the IDOC may obtain the required insurance and hold the Contractor responsible for the costs of such insurance, including by offset, until proof of the required coverage is provided to the IDOC. The CGL and Automobile Liability insurance coverages required shall include the IDOC as additional insureds.

Insurance coverage required under this Agreement shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. For worker's compensation insurance, the Contractor shall provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy shall be primary to any coverage of the IDOC on or related to this Agreement and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers of subrogation. The Contractor waives all rights against the IDOC and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles shall not be deducted from any damages due to the IDOC.

By requiring insurance herein, the IDOC does not represent that coverage and limits shall necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on any of the indemnities granted to the IDOC in this Agreement.

7.28 Warranties

The Contractor warrants that its performance shall be in accordance with sound professional standards and the requirements of this Agreement including but not limited to compliance with the applicable federal, state, and local laws. The Contractor further warrants that: (1) the Contractor has the right to enter into the contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services herein; (3) the Contractor shall observe and abide by all applicable laws, rules and policies, including those of the IDOC pertaining to IDOC's prisons; and (4) the Contractor has good and marketable title or legal right to use any property to be used under this Agreement. Each party represents and warrants to the other party it has the authority to enter into this Agreement, thereby creating a contract legally binding upon it, and to authorize the installation and operation of equipment at prison and CWC facilities. The representative executing this Agreement on behalf of each party is empowered to do so and thereby binds his, her, or its respective party. The Contractor further certifies that it is licensed to do business in the State of Idaho, and have satisfied all requirements of the Public Utility Commission of Idaho and the Federal Communications Commission.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the last date signed below.

CONTRACTOR

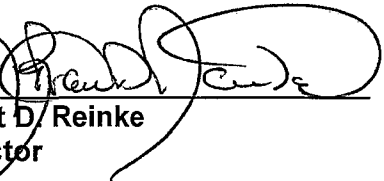
Public Communications Services

By: 
Jeffrey B. Haidinger
President, Services

Date: 2/10/12

THE STATE OF IDAHO

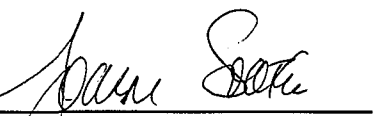
Idaho Department of Correction

By: 
Brent D. Reinke
Director

Date: 2/16/12

THE STATE OF IDAHO

Idaho Department of Correction

By: 
Joanne Sooter
Purchasing Agent

Date: 2/20/2012