

Subject: Inmate Calling Services, Northern Correctional Facility, Berlin, NH

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

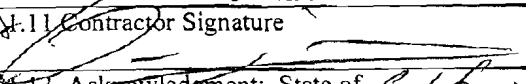

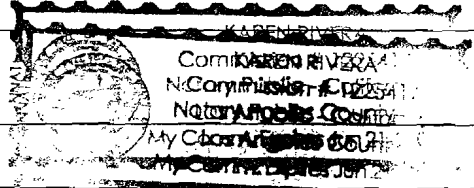
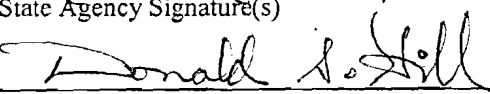

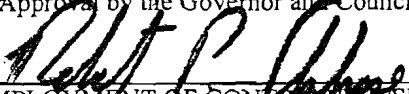
1.1 State Agency Name <u>Administrative Services</u>		1.2 State Agency Address <u>25 Capitol Street, Room 408 Concord, N.H. 03301</u>	
1.3 Contractor Name <u>Public Communications Services</u>		1.4 Contractor Address <u>11859 Wilshire Boulevard Suite 600, Los Angeles, CA 90025</u>	
1.5 Account No.	1.6 Completion Date <u>12/14/2002</u>	1.7 Audit Date	1.8 Price Limitation <u>N/A</u>
1.9 Contracting Officer for State Agency <u>Michael P. Connor</u>		1.10 State Agency Telephone Number <u>(603) 271-3148</u>	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor <u>Paul Jennings CEO</u>	
1.13 Acknowledgment: State of <u>California</u> , County of <u>Los Angeles</u> On <u>Nov. 30, 1999</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal]			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Karen Rivera, Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) <u>Donald S. Hill, Commissioner Administrative Services</u>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>12/9/99</u>			
1.18 Approval by the Governor and Council By:  On: <u>12/15/99</u>			
2. EMPLOYMENT OF CONTRACTOR SERVICES TO BE PERFORMED. The State of New Hampshire, through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

EXHIBIT A
SERVICES

The Contractor shall install and maintain a completely provisioned 53 telephone inmate calling service including all equipment and facilities necessary to insure operation and uninterrupted service at the Northern NH Correctional Facility (NHHCF) located on 192 East Milan Road in Berlin, New Hampshire. Telephone locations at initial installation shall be those listed in Appendix A.

1.0 GENERAL PROVISIONS

1.1 All services shall be coordinated directly through the Department of Administrative Services Telecommunications Section. The administrating office address is:

Dept. of Administrative Services, Telecommunications Section
Room 405
25 Capitol Street
Concord, NH 03301
Telephone 603-271-2888
Fax: 603-271-1115

1.2 The Contractor shall within five (5) days of contract initiation notify the Telecommunications Section, in writing of the names, addresses and telephone numbers of the principal contact(s) for:

- trouble-shooting and routine repairs
- major outage/trouble reports
- escalation procedures
- commission payments and accounting records
- terms and conditions

1.3 The Contractor shall provide written notice to the Telecommunications Section of any changes of contact personnel and/or telephone numbers.

1.4 Contractor employees shall in all respects be independent of the State and in no way considered employees of the State.

1.5 The Contractor shall retain ownership of all equipment throughout the duration of the contract. All equipment and services shall remain in operation from the commencement of the contract to the initiation of a future contract. In the event that a replacement subsequent contract is not awarded to the same Contractor, the existing Contractor shall supply all equipment and services for a period of up to 90 calendar days beyond the contract termination date. The State shall bear no costs for the preparation of bids, the installation of new services, or the removal and transfer of existing services. All terms of the initial contract other than time duration shall remain in effect.

1.6 Bidders must retain all licenses, registration and permits required by Federal and State laws for performances of this contract throughout the duration of this contract.

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- 1.7 Contractor shall provide complete system descriptions, operator manuals, installation guides, user guides and any and all information required to allow the State to utilize services.
- 1.8 The State shall require background investigations and drug tests of personnel working within the correctional facilities. The Contractor and subcontractors shall provide the State with the names, dates of birth, birth addresses, and any additional information necessary to obtain security clearance of personnel working on the installation and maintenance of all equipment. The State may require that a Contractor employee be precluded from entry into any correctional facility. The Contractor shall replace any such employee working at such locations as directed by the State.
- 1.9 Any and all equipment and software provided shall be fully year 2000 compliant. The contractor shall be responsible to update and maintain all equipment to ensure compliance throughout the duration of the contract.
- 1.10 Contractor shall provide any and all services require to install, maintain and modify the services defined herein. Contractor must have and maintain all licenses, registrations and permits required by Federal and State laws for performance of this contract. Copies of each including all changes during the duration of this contract must be provided to the State Contracting Officer.
- 1.11 The Contractor shall provide the State with a current list of all employees, vendors and subcontractors for this contract. Contractor shall obtain service/carrier providers as required to fulfill contract requirements. Subcontractors used at the initiation of the contract shall be Bell Atlantic for local services and MCI for Long Distance. The Contractor shall not make any changes in service providers without prior written authorization from the State.

2.0 CONTRACT TERM

The term of any resulting contract shall be from Governor and Council approval through the following 36 months. The contract may be extended for an additional term of 36 months under the same terms, conditions and pricing structure upon mutual agreement of the Contractor and the State. Said additional term shall be subject to Governor and Council approval.

3.0 SECURITY FOR FAITHFUL PERFORMANCE

Contractors shall file and maintain a \$100,000 performance bond with the State. Bond shall be issued by corporations satisfactory to the State, and duly and legally licensed to transact business in the State of New Hampshire. They shall be issued at the expense of the Contractor, maintained by the Contractor at the Contractor's expense, and shall remain in effect for the length of the contract and any extension. Bond shall be made directly payable to the State of New Hampshire, Department of Administrative Services. Performance bond amount shall be awarded the State on the occurrence of any one of the following:

- 3.1 State does not receive services requested on or prior to February 1, 2000
- 3.2 Contractor fails to provide service within 14 calendar days of request for a single telephone at the assigned campus location.

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- 3.3 In the event that a replacement subsequent contract is not awarded to the same Contractor, the existing Contractor fails to supply all equipment and services for a period of up to 90 days beyond the contract termination date.
- 3.4 Equipment installed fails to perform per the bid requirements.
- 3.5 Incomplete and/or inaccurate billing and equipment information is provided to the Department of Corrections or their clients.
- 3.6 Failure of the Contractor to comply with the terms and conditions of this agreement.

4.0 INSTALLATION GUIDELINES AND SCHEDULES

- 4.1 Installations shall be in compliance with Bellcore standards, the National Electrical Code, BICSI and the EIA/TIA Wiring Standards.
- 4.2 The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in supplying any required routing guide and/or translation changes.
- 4.3 The Contractor shall order, coordinate, and schedule all associated carriers for the installation of T-1's, switched access, analog line, and connection of all telephone services.
- 4.4 All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before February 1, 2000. Any additional telephones exceeding a 10% increase in the existing telephone count shall be installed within 30 calendar days of request by the State.
- 4.5 The Contractor shall notify the Telecommunications Section of any modifications or interruptions of service during the implementation, installation of or repair of any service. All scheduled interruptions shall be coordinated with the State contact person five business days prior to scheduled interruption.
- 4.6 Within five days of cutover, the Contractor shall submit a statement that the proposed services/products are operational, complete, and fully tested.
- 4.7 The acceptance of the installation/implementation shall be made by the State representative when all terms and conditions of the contract have been met.
- 4.8 Contractor shall provide instruments at locations specified by the Department of Corrections. Rack space in the main telecommunications closet in Building A will be used for mounting system equipment.

5.0 INSTALLATION REQUIREMENTS

- 5.1 The Contractor shall provide all materials required to install the ICP; receptacles and wiring already installed in the NNHCF will be used to connect the telephone instruments with MDF.
 - 5.2 All equipment provided shall be new and utilize state of the art technology.
 - 5.3 The Contractor shall be financially responsible for obtaining all permits, licenses, and bonding to comply with State and Federal laws.
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- 5.4 As directed by the State contact, one telephone of each "bank" of telephones shall be installed to be compliant with the Americans with Disabilities Act (ADA).
- 5.5 The Contractor shall order and coordinate all required circuit orders with the LEC and long distance carrier. Timelines shall be coordinated with State designate.
- 5.6 The contractor must provide a complete installation plan, including installation time frames and expected due dates of milestones within ten (10) days of contract initiation.

6.0 TRAINING

- 6.1 On site training on system functional operations for up to ten (10) correctional staff shall be provided. Classes shall be a minimum of two hours each, and be provided for each of the three employee work shifts. A minimum of two classes shall be held for each shift. Topics to be covered shall include:
 - 6.1.1 Inmate call process.
 - 6.1.2 Communicating PIN assignment/change requests to administrators.
 - 6.1.3 Trouble reporting procedure.
 - 6.1.4 Emergencies – phone shutdown, reporting, service issues.
- 6.2 On site training shall be provided for up to five (5) administrators of the inmate phone system. Such training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place on the day prior to system turn-up, the day of turn-up and 14 days thereafter to insure a thorough understanding of the equipment by prison employees. Training shall take place during each of three daily shifts as defined by the Department of Corrections. Each administrator shall be provided complete sets of training material including manuals and other materials. Topics covered shall include:
 - 6.2.1 Administrative Terminal operations.
 - 6.2.2 Reporting Options and Queries.
 - 6.2.3 Inmate call process.
 - 6.2.4 Communicating PIN assignment/change requests to administrators.
 - 6.2.5 Trouble reporting procedure.
 - 6.2.6 Emergencies – phone shutdown, reporting, service issues.

7.0 OPERATIONAL SUPPORT, MAINTENANCE, AND MONITORING PRACTICES

- 7.1 The Contractor shall provide an employee to provide operational and maintenance support for the inmate telephone system. All equipment provided shall be the responsibility of the Contractor. The Contractor shall provide spare parts, trained personnel and software to support the equipment at the Contractor's cost throughout the duration of the contract. All Contractor equipment must be fully supported by on site and remote maintenance. Remote maintenance must include the ability to test trunks and phones and to place test calls from a site to be designated by the Department of Corrections and without sending a technician to the distant site. All equipment provided shall be the responsibility of the Contractor. The Contractor may use a subcontractor in lieu of an employee to provide operational and maintenance support for the inmate telephone system. State approval of the subcontractor
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and subcontractor employees is required prior to assignment. the Contractor shall provide company name, address, referrals and employee names, social security numbers and date of birth for each employee. State approval must be obtained in writing prior to arrival at the job site. the State shall retain the right to reject a perspective employee or active employee at any time for any undisclosed reason.

- 7.2 The Contractor shall respond and begin to repair all major service calls within four (4) hours of report of occurrence. A major service call is defined as a loss of twenty-five 25 % or more of any one bank (greater than one telephone) of telephones or loss of carrier services.
- 7.3 The Contractor shall provide 24 hour, 365 day repair service for telephone station bank "out of service" reports.
- 7.4 The Contractor is to respond and begin to repair all minor service calls within one business day of report of occurrence. A minor service call is defined as any service call not defined as major. Additional services, such as Moves, Adds and Changes (MAC), will be requested after installation. Most work will be scheduled some time in advance (three or more days), but the Contractor shall service the State within the next business day when requested to do so. In all cases, work must be completed within 10 business days. For inmate telephone services, next business day shall be next calendar day.
- 7.5 The Contractor shall provide next day repair for single station trouble reports.
- 7.6 The Contractor shall provide on-site diagnostics, remote diagnostics, and repair without affecting call progress and calls in progress for telephones unaffected by fault.
- 7.7 The Contractor shall provide automatic trunk/channel disable functionality for failed trunks.
- 7.8 Contractor shall conduct a site visit once per week at a minimum for system inspection, and make all noted repairs as necessary. Responses to trouble calls may constitute a site visit for the week so long as the other telephone equipment on the site is inspected at the same time and additional repairs are made as necessary.
- 7.9 The Contractor shall provide monthly trouble reports summarizing repair activities for the previous month. The Contractor must meet with the State either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. The type of meeting will depend upon problem severity as determined by the State.

8.0 REPORT ADMINISTRATION

- 8.1 Monthly income reports must be provided by e-mail. Income report files must be compatible with MS Access and Excel programs. Report shall identify revenue and commission paid by telephone station and by site. These reports shall be forwarded to: dveno@nhdoc.state.nh.us and dlecler@admin.state.nh.us addresses when directed by the State.
 - 8.2 The Contractor shall assign a dedicated financial representative to the Department of Corrections account who will cooperate with the State to resolve income, call detail, equipment programming and data discrepancies.
 - 8.3 The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of balances and credits owed the State.
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8.4 The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the service provider.

9.0 CONTRACTOR EQUIPMENT AND FACILITIES

9.1 Outside of any digits required by the requested security measures, any proposed service shall not require the dialing of additional digits beyond the one (1) and the ten digits (three digit NPA, three digit NXX, and four remaining digits of the number) normally dialed for North American calling.

9.2 Calling card services shall not be allowed.

10.0 EQUIPMENT OWNERSHIP

10.1 The Contractor and/or subcontractor shall remain the sole and exclusive owner(s) of all telephone equipment installed.

10.2 All cable, wire, patch panels, jacks, interface blocks, and wire management facilities, shall remain as property of the State at the termination of this agreement.

10.3 The State shall not be held responsible for any damage to equipment.

10.4 The Contractor must provide documentation on equipment ownership if other than the primary contractor (subcontractor) and the terms of the use (if not owned by the Contractor) of such equipment.

10.5 All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed 90 days.

10.6 The State shall bear no costs for the removal and transfer of services. All terms of the initial contract other than time duration shall remain in effect.

11.0 SYSTEM EQUIPMENT

11.1 The Contractor must provide services as required by the State. The number of telephones and telephone access will be provided as deemed necessary by Corrections administration. The Contractor shall provide the following fully configured and functional hardware and software systems in a turn-key fashion. At the request of the State and or Contractor, the equipment may be expanded at no cost to the State, to meet the Prison campus needs.

11.2 Administrative PCs

The Contractor shall provide two administrative PCs where specified within. Devices shall be industry standard equipment, with a minimum or equivalent of the following items:

400 MHz Pentium II (or equivalent) Processor w/128K cache

4MB Video memory

4MB Video Memory Upgrade

3.5" 1.44MB Floppy Drive

6.4GB IDE Disk Drive

Integrated 10/100 Network Interface

2X6 IDE R/W CD ROM
Microsoft Mouse
WIN 95 104 Key Keyboard
128MB Memory(1 DIMM)
Data/Fax 56K Modem
10/100 PCI Ethernet Controller
Windows 98 Operating System
17" Color Monitor
Microsoft Works Suite 99
McAfee VirusScan 4.02
SelectCare Next Business Day On-Site Service

11.3 Controlled Access Telephony System (CATS) Server

The Contractor shall provide a CATS server with a minimum or equivalent of the following items:

(1) APPRO Industrial Chassis #APRE-5214H
(2) APPRO Hot Swappable Power Supplies #PS-08001
(1) APPRO 14 slot backplane #BP-ICP14-2
(1) APPRO/Intel Single Board Computer w/Intel 440BX Chipset #MA71-V00F1
(1) Intel Pentium III 450 MHz Processor w/fan #INY76
(1) 128MB Random Access Memory 168 -pin DIMM #XXD826
(1) 3COM 100MB Fast Etherlink Network Interface Card #3C905B-TX-NM
(1) TEAC 3.5" 1.44MB Floppy Drive #FD235HF7429
(2) Western Digital 6.4GB Hard Drive #WD64AA
(1) Western Digital 27.3GB Hard Drive #WD273BA
(1) Plextor Plexwriter 20R/8W/2RW CD RW #PX-W8220TI/SW
(1) Sony AIT 25/50GB Tape Drive #SDX-300C/BM
(1) ZOOM External 56KB Dual Mode Modem #1144-02-15L
(1) D-Link Systems 10/100 5 port Ethernet Hub #DSH-5
(1) Brooktrout VRS32 32 port voice board #0816
(1) Brooktrout VRS24 24 port voice board #0811
(2) Brooktrout 24-ATI 24 port trunk boards #0711
(1) Brooktrout 08-ATI 8 port trunk board #0706
(2) Brooktrout 24-ASI 24 port station boards #0756
(1) Brooktrout 08-ASI 8 port station board #0750
(2) Amtelco XDS MVIP 128 port conferencing boards #251A199
Informix IDS Relational Database Management System
SCO Openserver 5.0.5 UNIX Operating System #LA221-UX50-5.0

11.4 Inmate Telephones

(53) Phillips & Brooks/Gladwin, Inc. inmate telephones, model # GO5080

12.0 FRAUDULENT USAGE

The Contractor shall provide immediate notification to the Department of Corrections upon receipt of evidence of fraud, vandalism, wire-tap, or any other access to, or use of, services or products other than authorized by the State.

13.0 AUDITS

The State shall have the right to conduct an audit of any Contractor and its sub-contractor(s) for the specific purpose of determining the accuracy of commission payments to the State.

14.0 ACCEPTANCE

14.1 Acceptance testing shall be performed in the presence of the Department of Corrections personnel and/or their designated representative(s).

14.2 Contractors must provide two (2) complete sets of system descriptions, operator manuals, installation guides, user guides and any and all information utilized at installation. It is the sole responsibility of the Contractor to ensure that all required documentation is provided in order to obtain acceptance.

15.0 FUNCTIONAL REQUIREMENTS

15.1 The contractor shall provide at contract initiation, 53 telephones located within the prison campus. All services shall incorporate the following functions.

15.2 Administrative control of all programmable features via either of two PCs located within the facility. Administrative access shall require multiple passwords and a lock-out feature restricting access to PIN numbers to a Master Administrator.

15.3 The ICP must provide fully automated collect calling without the need for live operator intervention.

15.4 The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Contractor must submit a scale drawing of the installed space required.

15.5 Each ICP unit shall be powered by no more than a single, unconditioned, 115 volt, 60 Hz power source drawing no more than twenty (20) amps.

15.6 Each ICP shall be equipped with an internal UL listed power supply that is tolerant of line transients, momentary surges, and short duration power drops such that inmate phone operation continues in the presence of such common disturbances. No auxiliary power cords, external power supplies, or AC/DC converters shall be required at the actual inmate phone stations.

15.7 System shall provide positive call acceptance incorporating PIN number recognition. PIN numbers shall be variable in length, set per DOC requirements. Maximum programmable length shall be a minimum of 20 digits.

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- 15.8 The system must provide flexible control over the operating hours of each inmate telephone line. This feature must provide control of individual phones and/or groups of phones with differing schedules. This feature must be remotely programmable.
 - 15.9 The system shall maintain at a minimum, a P-02 grade of service from all telephones, regardless of the number of telephones or application selected or in use.
 - 15.10 The ICP shall offer clear and concise voice prompts; English will be the default prompt. Inmates shall be able to select prompts given in Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed hand-outs, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.
 - 15.11 The ICP must include the following fraud control features:
 - 15.11.1 Require the successful entry of a valid personal identification number (PIN) to provide positive identification of the inmate seeking access to the system, before the call is accepted.
 - 15.11.2 Prompts to verify PIN inputs requiring a DTMF verification of within 15 seconds for answering yes if correct or no if incorrect. Callers shall be allowed only two changes to enter a correct PIN before being disconnected.
 - 15.11.3 Switched hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.
 - 15.11.4 The ability to allow or disallow a voice overlay recording alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording must be provided at initial contact with called party and played randomly during call duration. Volume must be remotely adjustable to insure proper volume.
 - 15.11.5 Third party conference call detection eliminating the possibility of call conferencing and call forwarding.
 - 15.11.6 Incoming call block. The ICP must not respond to incoming ringing on any of its lines used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a line.
 - 15.11.7 The ICP must allow for blocking of the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. During call blocking, the inmate shall be given call progress tones to indicate that the call is being connected until such time as positive acceptance or rejection is detected.
 - 15.11.8 The ICP must provide call blocking upon dialing based upon an administratively defined set of telephone numbers. Blocking shall be defined by the NPA, individual digits or exchanges as selected by the system administrator (i.e. 800 numbers, 900 numbers, etc.). At a minimum, call blocking must be provided for up to 10,000 specified telephone numbers. This feature must be remotely programmable by the Corrections administration staff.
 - 15.11.9 Access to a live operator must be blocked at all times.
 - 15.12 Call duration must be controlled per defined length of call. Both called and calling parties will receive a voice message indicating maximum call duration has been met and that the call
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will terminate. Time duration must be programmable in one-minute increments from three to thirty minutes.

- 15.13 The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system recognized digit on a touch tone telephone. The ICP must be able to distinguish such signal from line noise such as pops or clicks, i.e. as may be created by answering machines.
- 15.14 The system must be provided with an on-site administration terminal located at a location remote from the main equipment location, but placed within the same facility. Features must include the following:
 - 15.14.1 Connection via commercially available computer equipment (LAN, local area modem, etc.)
 - 15.14.2 Operation not affecting the ICP normal operations and telephone operations.
 - 15.14.3 Allowance of multilevel passwords.
 - 15.14.4 Management of inmate PIN codes and allowed called numbers; inmates shall have no more than twenty (20) numbers to which they can place calls.
 - 15.14.5 Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone.
- 15.15 The system shall provide the capability to create ad hoc reports including all information contained within the system.
 - 15.15.1 Viewing and printing of call detail records.
 - 15.15.2 Real time update of call block and acceptance lists.
 - 15.15.3 Real time ability to disable and enable phone operation on an all phone or per station basis.
 - 15.15.4 Ability to connect two or more administrative terminals with simultaneous operations if needed.
- 15.16 Ability to automatically scan recorded calls for key words and phrases and have the administrative terminal receive a prompt for the call to be reviewed based upon the detection of those words and phrases in a conversation. Detection accuracy may vary based upon an individual's pronunciation of a given keyword.
- 15.17 Data entry and retrieval of records in ASCII formatted files.
- 15.18 All inmate calls will be silently monitored and recorded; each call will be time and date stamped at the point of recording. Recording will begin with the detection of an off-hook condition; dialing or speaking must commence within fifteen seconds or the call will be terminated and the recording cease. Recorded calls must be easily retrievable and archived on write-once compact disks.
- 15.19 Monitoring must be provided on a per call, dialed number, all trunk, scanned trunk or on demand basis from any non-inmate call system telephone and with PIN number; monitoring may be done on either live or previously recorded calls.
- 15.20 For the continuous recording of all stations the number of compact disks required for 30 days of monitoring shall be maintained on site and shall be supplied by the Contractor. Disks shall become the property of the Department of Corrections once recorded.

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- 15.21 Stations must be armored, coinless phones designed for use in correctional facilities. Coin phones or phones requiring local power are not acceptable. Phones must be dumb stations with a minimum of electronics. Intelligence must reside within the ICP.
- 15.22 Telephone stations must include stain resistant metal casing, metal armored handset cord, armored handset, moisture resistant keypad and concealed fittings to prevent inmate tampering.
- 15.23 Telephone handset transmitter and receiver must be protected from puncture by metal grids placed directly over each.
- 15.24 System must be remotely bootable.
- 15.25 Power backup (UPS or battery with line conditioning) for up to 15 minutes in the event of power failure must be provided.
- 15.26 The Contractor must provide hard wired, switched disconnect of each individual telephone by State employees within the observation room for each bank of telephones.
- 15.27 Contractor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American NXX/NPA, and measurements taken regarding tone loss and line noise. Readings must be within 0 to -10 for loss and lower than -20dbrnc for noise. All other readings shall be considered substandard.
- 15.28 Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within 30 seconds of call initiation, due to substandard transmission quality, and a second attempt is made. Sub standard transmission quality may be verified by the contractor through recorded call playback .
- 15.29 The system shall provide for a toll free service, allowing inmates to dial an on site investigative report telephone number. This call shall not require the use of voice identification or PIN.
- 15.30 The system shall allow an automated call block feature, permitting the caller to block their number from being dialed in the future. The called party simply dials a single digit DTMF code once the message that the call received is from an facility and the calling inmate name is played. A record is generated and the system administrator is notified of the blockage. The system automatically blocks the call. The administrator may change the denial operation at any time via the administrative terminal.
- 15.31 The system shall constantly monitor the inmate phone for attempts to manipulate the switchhook in order to bypass system controls. Any such attempt will result in call disconnection. At no time will the inmate reach outside dial tone or operator assistance.
- 15.32 Calls shall be restricted to collect only. Inmates shall be prohibited from dialing: 911, 411, 555-1212, 0-, 00-, 700, 976, 900, 888, 800, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator access. In addition, the system shall be equipped with



virtually unlimited capacity for individual blocked numbers which can be added on-site via one of the administrative terminals.

- 15.33 The system must require that the inmate hang up following each call in order to place another call. When the first call is complete, the phone becomes inoperable until it is placed on-hook again.
- 15.34 The system shall be provided with two methods to quickly shut down all telephones during an emergency. The facility will be equipped with cut off switches. These manual switches shall override any electronic or preprogrammed on-off parameters. These switches will be installed in a controlled area (Presumably the Control Room). An officer from The State of New Hampshire Department of Corrections can shut off individual phones, all phones in a POD or all phones at the facility with one switch.
- 15.35 The system shall offer both rotary and touch tone call acceptance
- 15.36 The system shall be fully compatible with TTY/TDD services and meet all requirements of the American with Disabilities Act. This is inclusive in telephone set location and installation.

16.0 CALL SEQUENCE

This sections defines sequence of events of initiating inmate call.

- 16.1 Caller lifts handset.
 - 16.2 Caller receives a repeated message to choose between English or Spanish, each in the appropriate language.
 - 16.3 Caller receives repeated message to enter a Personal Identification Number (PIN).
 - 16.4 Caller enters PIN number.
 - 16.5 Caller receives repeated message to indicate that number entered was number desired. Caller presses a DTMF key to continue the call, or a different key allowing him to re-dial the number.
 - 16.6 Caller receives message to state his name.
 - 16.7 Caller states his name.
 - 16.8 Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone will be disconnected.
 - 16.9 Inmate dials number.
 - 16.10 Receiving party telephone rings.
 - 16.11 Receiving party answers call.
 - 16.12 Receiving party hears a message in English and Spanish indicating that this is a call from a correctional institution located at (Berlin, New Hampshire), plays the voice recorded name of the inmate, and provides information on how to accept or reject the caller. The calling party
-

Inmate Calling Services

is not cut through until the call is accepted. The caller only hears a repeated message that his call is being processed.

- 16.13 Inmate receives message that his call is either connected and he hears the called party or that his call is rejected, in which case the call is immediately terminated.
- 16.14 Every six seconds throughout the call the inmate hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution. The system must have the capability of disabling one or both of these features.

17.0 CALL DETAIL REPORTING AND STORAGE

- 17.1 The ICP must provide on site storage of call detail information. Other requirements include the following:
 - 17.2 On site storage capacity of up to 6 months of call records, as differentiated from recordings of calls, on hard disk. Ability to transfer call records to servers on the Corrections network. Contractor is to provide computer, hard drive, and interface to Corrections network at each site. Back-ups shall be performed weekly.
 - 17.3 Call activity viewing in real time.
 - 17.4 On site reporting of stored activity.
 - 17.5 24 hour automatic call backup
 - 17.6 Call detail reporting by PIN (if used) or station for dialed number, station, trunk, time of day, date and duration of call, and call conditions including busy, no answer, normal, time expired, etc.
 - 17.7 Indefinite retention of call details in the event of power failure.

18.0 CALLING AREAS

- 18.1 Calling areas shall not be limited by the Contractor's service. The following functionality shall be provided:
 - 18.1.1 The Contractor shall service all State locations via switched access and/or dedicated facilities.
 - 18.1.2 InterLATA services shall be completely transparent to the caller, not requiring human interface to complete calls.
 - 18.2 The Contractor shall optimize line quality through various methods of conditioning whenever required to meet Bellcore requirements.
 - 18.3 If substandard transmission quality is encountered, a full credit shall be issued the billed individual upon notification to the Contractor.
 - 18.4 The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality.
 - 18.5 The Contractor shall be responsible to insure proper call completion and to provide the State with accurate traffic statistics, maintenance and operational reports.
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Inmate Calling Services

- 18.6 The Contractor shall limit connect time access (time period from the end of dialing to ringing at destination line) to a period not to exceed 8 seconds.
- 18.7 The Contractor shall assure that no operator assistance services (0+ dialing) may be accessed.
- 18.8 The Contractor must assure that no directory assistance services may be accessed.

19.0 TERMINOLOGY

Whenever the terms below are used in this document, they shall have the associated meanings.

ACCEPTANCE	The time at which the system has been certified by the State as meeting all operational requirements, and the Contractor's work has been 100% completed in a satisfactory manner.
BELLCORE	Bell Communications Research Corporation.
BTN	Billed Telephone Number
BUSINESS DAY	Any calendar day (24 hours) is considered a business day.
CALL PROGRESS	Dialing and initiation of call to establish connection.
CALL IN PROGRESS	Call not completed but currently with an established connection.
COMMON CARRIER	A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.
CUTOVER	The time at which a system is put into service for all users.
FCC	Federal Communications Commission
ICP	Inmate Call Processor system which administers the inmate phone stations.
INTRA-LATA	Calls made within the same LATA. Calls within the State geographical boundaries.
INTER-LATA	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
MAC	Moves, Addition of telephones, or Change (relocation) of telephone services.
NXX	The first three digits of a North American telephone number.
NPA	Numbering Plan Area (Area Code)
PIC	Primary Interstate Carrier
PIN	Personal Identification Number
POP	Points of Presence
STATE	The State of New Hampshire

EXHIBIT B
PRICING

1.0 FEES

- 1.1 Contractor fees charged users for local, state and national calls shall be as detailed below:
Cost to establish a call: \$1.50 Rate per minute: \$.20 Flat Rate

Any reduction in fees must be approved in writing by the State.

NO OTHER FEES or CHARGES SHALL BE ALLOWED. Failure to comply with this requirement constitutes default under this agreement.

- 1.2 Rates charged users for all international calling shall not exceed \$1.50 per call to establish a call, and per minute rates not to exceed the lowest charge offered a US resident by the interLATA service provider. **NO OTHER FEES or CHARGES SHALL BE ALLOWED.**

2.0 COMMISSIONS

- 2.1 The Contractor shall pay commissions to the state based upon revenue obtained from all calling services. The commission rates shall remain firm for the entire term of the contract and any extension thereof. No service charges shall be assessed the State. No additional office fees, consulting fees or other service fees shall apply.
- 2.2 Commissions shall be based upon a fixed percentage of gross billing. Deductions for any costs associated with services provided, uncollected calls, or unbillable calls **SHALL NOT BE PERMITTED.**
- 2.3 Commissions shall be paid to the State on a month to month basis, including the time period from the first day of the month through the last day of the month for all telephones. Payment shall be received by the State no later than the 15th of the month following services.
- 2.4 Commission shall be made by check, payable and forwarded to:
Department of Corrections, Division of Administration, 105 Pleasant Street, PO Box 1806,
Concord NH 03302-1806.
Delivery location may change dependent upon alterations in State policy or legislation.
- 2.5 The Contractor shall provide a management report to accompany each payment for telephones. The report shall identify revenue, quantity of calls and commission paid by telephone. Reports shall detail calculations based on the various provisions of the Contractor's commission rate schedule.

3.0 OFFERING

The Contractor shall provide services to the State under the following commission rate.

All Calling Services: 40%

Contract Amendment
Inmate Calling Services

It is hereby agreed that the contract approved by Governor & Council on December 15, 1999, between Public Communications Services, as "Contractor" and the Department of Administrative Services as "State", to provide Inmate Calling Services for the Northern Correctional Facility in Berlin, N.H., is amended as follows:

1. Delete in its entirety Exhibit B, Paragraphs 1.1, and 1.2 and substitute therefore the following:
 - 1.1 Contractor fees charged users for state and national calls shall as follows:
Cost to establish a call: \$1.50 Rate per minute: \$.20 Flat Rate
 - 1.2 Calls to local exchange locations as directly accessible from the local exchange carrier office in Berlin, New Hampshire without long distance rate charges shall be rated at the call establishment charge of \$1.50 per call. No other fees or per minute rate charges shall apply.
 - 1.3 Rates charged users for all international calling shall not exceed the lowest call establishment and per minute rates offered a United States resident for the same type service by the interLATA service provider. NO OTHER FEES or CHARGES SHALL BE ALLOWED.
2. All other provisions of that certain service agreement, approved by Governor & Council on December 15, 1999, shall remain in full force and effect.

PUBLIC COMMUNICATIONS SERVICES, INC.

BY PAUL JENNINGS

Title CEO

Company PUBLIC COMMUNICATIONS SERVICES

State of CALIFORNIA

County of LOS ANGELES

On the 10 day of July, 2000

2000, there appeared before me, in the state and county foresaid a person who satisfactorily identified himself as

Paul Jennings, and acknowledged that he executed this document indicated above.

2000.

I witness thereof, I hereunto set my hand and official seal.

Karen Rivera
Notary Public/Justice of the Peace

My Commission Expires: June 21, 2003

STATE OF NEW HAMPSHIRE

BY Donald L. Hill

Title Commissioner

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

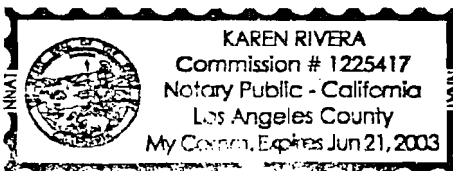
By: [Signature]
Assistant Attorney General

On: 7/28/00
Governor and Council of New Hampshire on

8/9/00

Signed Robert P. Ashore

Title: **DEPUTY SECRETARY OF STATE**



**SECOND AMENDMENT
INMATE CALLING SERVICES**

It is hereby agreed that the contract approved by Governor & Council on December 15, 1999, between Public Communications Services, as "Contractor" and the Department of Administrative Services as "State", to provide Inmate Calling Services for the Northern Correctional Facility in Berlin, New Hampshire, is amended as follows:

1. The Completion Date of this Agreement is extended by a period of 36 weeks, namely to August 22, 2003.
2. Delete in its entirety Exhibit B, Paragraph 3.0 Offering and substitute therefore the following:
3.0 Offering
The Contractor shall provide services to the State under the following commission rate:
All Calling Services: 20%
3. All other provisions of that certain service agreement, approved by Governor and council on December 15, 1999 shall remain in full force and effect.

PUBLIC COMMUNICATIONS SERVICES, INC.

By: [Signature]
Paul Jennings
(Print Name)

Title: Chief Executive Officer

Date: October 17, 2002

STATE OF NEW HAMPSHIRE

By: [Signature]
Donald S. Hill
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 17 day of October, 2002,
There appeared before me, the state and county
foresaid a person who satisfactorily identified himself
as

Paul Jennings

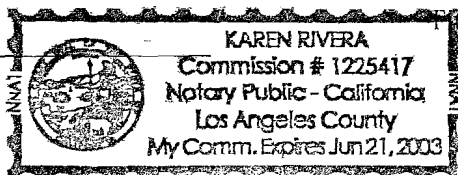
And acknowledge that he executed this document
indicated above.

In witness thereof, I hereunto set my hand and official
seal.

[Signature]
Karen Rivera
(Notary Public/Justice of the Peace)

My commission expires:

June 21, 2003
(Date)



OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
My J. Castelli
(Print Name)

Title: Sr. Asst. Atty Genl

Date: 10/30/02

The foregoing contract was approved by the
Governor and Council of New Hampshire on

NOV 13 2002
[Signature]
Signed: _____
DEPUTY SECRETARY OF STATE
(Print Name)

File: _____

**THIRD AMENDMENT
TO
INMATE CALLING SERVICES**

It is hereby agreed that the contract approved by Governor & Council on December 15, 1999, Amended on August 9, 2000 and November 13, 2002 collectively hereby referred to as the "Agreement", between Public Communications Services, as "Contractor" and the Department of Administrative Services as "State", to provide Inmate Calling Services for the Northern Correctional Facility in Berlin, New Hampshire, is amended as follows:

1. The Completion Date of this Agreement is extended by a period of 36 months, namely to August 22, 2006.
2. Delete in its entirety Exhibit B, paragraph 3.0 Offering and substitute therefore the following:
 - 3.0 Offering
The Contractor shall provide services under the following commission rate:
All Calling Services: 18%
3. All other provisions of the "Agreement" approved by Governor and Council on December 15, 1999 and amended on August 9, 2000 and November 13, 2002 shall remain in full force and effect.

PUBLIC COMMUNICATIONS SERVICES, INC.

By: [Signature]
Paul Jennings
(Print Name)

Title: Chief Executive Officer

Date: June 27, 2003

STATE OF NEW HAMPSHIRE

By: [Signature]
Donald S. Hill
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 7/15/03

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 27th day of June, 2003,
There appeared before me, the state and county
foresaid a person who satisfactorily identified himself
as

Paul Jennings

And acknowledge that he executed this document
indicated above.

In witness thereof, I hereunto set my hand and
official seal.

[Signature]
Karen Ramos-Rivera
(Notary Public/Justice of the Peace)

My commission expires: March 30, 2007
June 27, 2003
(Date)

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
7/28/03
(Print Name)

Title: Sr. A. G.

Date: 7/28/03

The foregoing contract was approved by the
Governor and Council of New Hampshire on

AUG 13 2003, 2003.
Signed: [Signature]

DEPUTY SECRETARY OF STATE
Title: _____

