

G. Deliverable Number 7. Inmate Pre-Paid Debit Cards

<u>Deliverable Seven</u>		<u>Due Date</u>	<u>Compensation</u>
Inmate Pre-Paid Debit Cards		See Below	\$0.00
Task Item	Sub Tasks	Description	
Initial/onetime distribution of Inmate Prepaid Debit Cards (Due date: within 10 days of contract execution)		<p>Contractor will provide an initial/onetime distribution of a given number of prepaid debit cards directly to each facility as listed:</p> <ul style="list-style-type: none"> • Penitentiary of New Mexico (PNM), Santa Fe, NM - #2500 cards; • Central New Mexico Correctional Facility (CNMCF), Los Lunas, NM #2000 cards; • Western New Mexico Correctional Facility (WNMCF), Grants, NM - #1000 cards; • Southern New Mexico Correctional Facility (SNMCF), Las Cruces, NM - #1000 cards; • Roswell Correctional Center (RCC), Hagerman, NM - #500 cards; • Springer Correctional Center (SCC), Springer, NM - #500 cards 	
Sale of Inmate Prepaid Debit Cards (Due Date: thru the term of the contract)		<p>Contractor will sell to each facility the number of cards requested by the facility. Such inmate prepaid debit cards shall be in \$10.00 denominations only.</p>	
Purchase outstanding prepaid debit cards		<p>Contractor will purchase the outstanding prepaid debit cards from the Implementing Agency commissaries at each facility wherein they were provided upon termination of the contract.</p>	

H. Deliverable Number 8. Maintenance and Support

<u>Deliverable Eight</u>		<u>Due Date</u>	<u>Compensation</u>
Maintenance and Support		Thru the Term of this Contract	\$0.00
Task Item	Sub Tasks	Description	
Maintenance and Support		<p>Contractor will provide a dedicated service team for the maintenance and support of the inmate telephone and call monitoring system/services.</p> <p>Contractor will provide a technical support team that will provide 24X7 technical support for the inmate telephone and call monitoring system/services with the established repair time criteria by level established for this agreement.</p> <p>Contractor will provide technical support to implementing agency and their facilities via a toll-free number, website, and /or email.</p> <p>Contractor will provide access to the help desk issue tickets by identified NMCD staff. The tickets must have at minimum but not limited to the details of the problem/resolution, current status, and the timestamp of when the ticket was opened and closed.</p>	

I. Deliverable Number 9. **Upgrades to Inmate Telephone and Call Monitoring System/Services**

<u>Deliverable Nine</u>		<u>Due Date</u>	<u>Compensation</u>
Upgrades to Inmate Telephone and Call Monitoring System/Services		Thru the Term of this Contract	\$0.00
Task Item	Sub Tasks	Description	
		<p>Contractor will provide the agency with any upgrades to the Inmate Telephone Monitoring System (i.e., hardware, software, voice biometrics features, training and any other upgrade associated with the system) at no cost to the state, inmates, or the inmates' families.</p> <p>Contractor must notify NMCD identified staff within at least seven (7) business days notice when upgrades will be released and provide a description of the upgrade and its impact on the system.</p>	

J. Deliverable Number 10. **Disaster Recovery Plan**

<u>Deliverable Ten</u>		<u>Due Date</u>	<u>Compensation</u>
Disaster Recovery Plan		80 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Create a Disaster Recovery Plan		<p>Contractor must provide NMCD a disaster recovery plan to include but not limited to the following:</p> <ul style="list-style-type: none"> • Policies and procedures for disaster recovery • Backup and storage for call recordings and call data • Measures taken to prevent a disaster situation • Disaster recovery sites and location • Remote connectivity <p>Contractor must provide updates to the Disaster Recovery Plan as changes occur through the term of this contract.</p>	

K. Deliverable Number 11. Calling Instructions/Services for Inmates and Their Families

<u>Deliverable Eleven</u>		<u>Due Date</u>	<u>Compensation</u>
Calling Instructions/Services for Inmates and Their Families		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Provide Calling Instructions for the Inmates and their Families for different call types		<p>Contractor must provide user friendly, easy to understand detailed calling instructions for the different type of calls available to inmates, to include but not limited to:</p> <ul style="list-style-type: none"> • Inmate Debit Prepaid • Inmate Collect • Called Parry Prepaid • Inmate Flat Rate 	
		<p>Contractor must clearly identify the following in the instructions:</p> <ul style="list-style-type: none"> • Prerequisites for establishing the account for the inmate and family to make calls • Identify the different types of calls • Clearly define the Payment options for each type of call (to include where to deposit money, who to contact (name, phone#)) 	
		<p>Contractor must make the instructions available to the inmates and their families through the following mediums:</p> <ul style="list-style-type: none"> • Website • Pamphlets to be made available at corrections visiting areas and phone stations • Customer care call centers • Automated voice responses 	

		<p>Contractor must provide the instructions in the following languages:</p> <ul style="list-style-type: none"> • English • Spanish • Any other language identified and required by the State, depending on the need, at no additional cost to the State, the inmates, and/or their families.
		<p>Contractor will provide different payment options for the inmates friends and family to include, but not be limited to:</p> <ul style="list-style-type: none"> • Western Union • Visa, MasterCard, (via phone) • Check, (by phone) • Money order, cashiers check by US Mail
		<p>Contractor will provide the first call to the end user phone number as a "free call". The account will be immediately setup after the initial free call.</p>

L. Deliverable Number 12. **Billing Services**

<u>Deliverable Twelve</u>		<u>Due Date</u>	<u>Compensation</u>
Billing Services		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Billing Services		<p>Contractor will provide a 24X7 full service end user support to include the following:</p> <ul style="list-style-type: none"> • Internet address • Automated voice response 	

M. Deliverable Number 13. **Bi-Annual and Annual Reviews**

<u>Deliverable Thirteen</u>		<u>Due Date</u>	<u>Compensation</u>
Bi-Annual and Annual Reviews		See Below	\$0.00
Task Item	Sub Tasks	Description	
Bi-Annual and Annual Reviews	Meet Bi-Annually, every 180 days from acceptance of the installed system.	Contractor will schedule and meet with NMCD for Bi-Annual performance briefings.	
	Meet Annually – Every November	Contractor will schedule and meet with NMCD for Annual briefings, to include and address the needs of the NMCD, and any technology updates and releases.	

N. Deliverable Number 14. **Inmate and Victim Services Toll Free Number**

<u>Deliverable Fourteen</u>		<u>Due Date</u>	<u>Compensation</u>
Inmate and Victim Services Toll Free Number		30 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Inmate and Victim Services via a Toll Free Number with 3 options		<p>Contractor will provide and make available a functioning toll free number for the following services:</p> <ol style="list-style-type: none"> 1. Option 1: the inmate may report criminal activity which will be connected to NMCD's Security Threat Intelligence Unit Administrator. 2. Option 2: customer service for the inmates to handle inmate issues and will be connected to NMCD's Security Threat Intelligence Unit Administrator. 3. Option 3: victim hotline for victims of crime which will be connected to the NMCD's victim's services coordinator. 	

O. Deliverable Number 15. **Helpdesk Support for Inmates Families**

<u>Deliverable Fifteen</u>		<u>Due Date</u>	<u>Compensation</u>
Helpdesk Support for Inmates Families		20 business days after contract execution	\$0.00
Task Item	Sub Tasks	Description	
Helpdesk Support		<p>Contractor will provide helpdesk support to the inmates families via a toll-free number, website, and email.</p> <p>Contractor will provide access to the help desk issue tickets to identified implementing agency staff. The tickets must have at minimum, but not be limited to, the details of the problem/resolution, current status, and the timestamp of when the ticket was opened and closed.</p>	

ATTACHMENT "A"
Rates Fees and Costs

Rate Structure*	Call Made To	Time of Day	Effective Cost Per Minute	Total Cost of 20 Minute Call
Inmate Pre-paid Card (Inmate Paid)	Intra-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-State	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
Inmate Collect Call (Friends and Family Paid)	Intra-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-LATA	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
	Inter-State	Day	0.0325	\$0.65
		Evening	0.0325	\$0.65
		Weekend	0.0325	\$0.65
Called Party Pre-paid Call (Friends and Family Paid)	Intra-LATA	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
	Inter-LATA	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
	Inter-State	Day	0.0295	\$0.59
		Evening	0.0295	\$0.59
		Weekend	0.0295	\$0.59
International Pre-Paid Card (Mexico) - Inmate Paid	Mexico	Day	0.25	\$5.00
		Evening	0.25	\$5.00
		Weekend	0.25	\$5.00
Note. Same International rates apply to locations listed below.				

PROPOSED INTERNATIONAL RATES

(A call rate of \$5.00 per 20 minutes will be available for the following countries:

- Afghanistan (Islamic State Of)
- Albania (Republic Of)
- Alberta
- Algeria (People's Democratic Republic Of)
- American Samoa
- Andorra (Principality Of)
- Angola (People's Republic Of)
- Anguilla
- Antigua & Barbuda
- Argentine Republic
- Armenia (Republic Of)
- Aruba
- Australia
- Austria
- Azerbaijani Republic
- Bahamas
- Bahrain (Kingdom Of)
- Bangladesh (People's Republic Of)
- Barbados
- Belarus (Republic Of)
- Belgium
- Belize
- Benin (Republic Of)
- Bermuda
- Bhutan (Kingdom Of)
- Bolivia (Republic Of)
- Bosnia And Herzegovina
- Botswana (Republic Of)
- Brazil (Federative Republic Of)
- British Columbia
- British Virgin Island
- Brunei Darussalam
- Bulgaria (Republic Of)
- Burkina Faso
- Burundi (Republic Of)
- Cambodia (Kingdom Of)
- Cameroon (Republic Of)
- Cape Verde (Republic Of)

- Cayman Islands
- Chad (Republic Of)
- Chile
- China (People's Republic Of)
- Colombia (Republic Of)
- Costa Rica
- Cote' D'ivoire (Republic Of)
- Croatia (Republic Of)
- Cyprus (Republic Of)
- Czech Republic
- Democratic Republic Of The Congo
- Denmark
- Dominica
- Dominican Republic
- Ecuador
- Egypt (Arab Republic Of)
- El Salvador (Republic Of)
- Equatorial Guinea (Republic Of)
- Estonia (Republic Of)
- Ethiopia (Federal Democratic Republic Of)
- Faroe Islands
- Fiji (Republic Of)
- Finland
- France
- French Guiana (French Department Of)
- Georgia
- Germany (Federal Republic Of)
- Ghana
- Gibraltar
- Greece
- Grenada
- Guadeloupe (French Department Of)
- Guam
- Guatemala (Republic Of)
- Guyana
- Honduras (Republic Of)
- Hong Kong, China
- Hungary (Republic Of)
- Iceland
- India (Republic Of)
- Indonesia (Republic Of)
- Iran (Islamic Republic Of)
- Iraq (Republic Of)

- Ireland
- Israel (State Of)
- Italy
- Jamaica
- Japan
- Jordan (Hashemite Kingdom Of)
- Kenya (Republic Of)
- Korea (Republic Of)
- Kuwait (State Of)
- Kyrgyz Republic
- Lao People's Democratic Republic
- Latvia (Republic Of)
- Lebanon
- Lesotho (Kingdom Of)
- Libya (Socialist People's Libyan Arab Jamahiriya)
- Liechtenstein (Principality Of)
- Lithuania (Republic Of)
- Luxembourg
- Macao, China
- Malawi
- Malaysia
- Mali (Republic Of)
- Malta
- Manitoba
- Marshall Islands (Republic Of The)
- Martinique (French Department Of)
- Mauritania (Islamic Republic Of)
- Mauritius (Republic Of)
- Mexico
- Micronesia (Federated States Of)
- Moldova (Republic Of)
- Monaco (Principality Of)
- Mongolia
- Montenegro (Republic Of)
- Montserrat
- Morocco (Kingdom Of)
- Mozambique (Republic Of)
- Namibia (Republic Of)
- Nepal
- Netherlands (Kingdom Of The)
- Netherlands Antilles
- New Brunswick
- New Caledonia (Territorie Francais D Outre-Mer)

- New Zealand
- Newfoundland
- Nicaragua
- Niger (Republic Of The)
- Nigeria (Federal Republic Of)
- No Mariana Islands
- Norway
- Nova Scotia
- Oman (Sultanate Of)
- Ontario
- Pakistan (Islamic Republic Of)
- Panama (Republic Of)
- Paraguay (Republic Of)
- Peru
- Philippines (Republic Of The)
- Poland (Republic Of)
- Portugal
- Puerto Rico
- Qatar (State Of)
- Quebec
- Romania
- Russian Federation
- Rwanda (Republic Of)
- San Marino (Republic Of)
- Saskatchewan
- Saudi Arabia (Kingdom Of)
- Serbia (Republic Of)
- Singapore (Republic Of)
- Slovak Republic
- Slovenia (Republic Of)
- South Africa (Republic Of)
- Spain
- Sri Lanka (Democratic Socialist Republic Of)
- St Vincent Grenadine
- St. Kitts & Nevis
- St. Lucia
- Sudan
- Suriname (Republic Of)
- Swaziland (Kingdom Of)
- Sweden
- Switzerland (Confederation Of)
- Syrian Arab Republic
- Taiwan, China

- Tajikistan (Republic Of)
- Tanzania (United Republic Of)
- Thailand
- The Former Yugoslav Republic Of Macedonia
- Trinidad & Tobago
- Tunisia
- Turkey
- Turkmenistan
- Turks Caicos Islds
- Uganda (Republic Of)
- Ukraine
- United Arab Emirates
- United Kingdom Of Great Britain And Northern Ireland
- Uruguay (Eastern Republic Of)
- Us Virgin Islands
- Uzbekistan (Republic Of)
- Vatican City State
- Venezuela (Bolivarian Republic Of)
- Viet Nam (Socialist Republic Of)
- Yemen (Republic Of)
- Yukon/Nw Territories
- Zambia (Republic Of)
- Zimbabwe Republic Of)

STATE OF NEW MEXICO
CORRECTIONS DEPARTMENT
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 02

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CORRECTIONS DEPARTMENT**, hereinafter referred to as the "Agency," and **SECURUS TECHNOLOGIES** hereinafter referred to as the "Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services (list only those services that are being amended or added by this amendment):

Amend Deliverable number seven (7) to read.

Task - "Sale of Inmate Prepaid Debit Cards",

Description - Contractor will sell to each facility the number of cards requested by the facility. Such inmate prepaid debit cards shall be in \$6.50, \$13.00 and \$20.00 increments. Other increments may be accepted upon written approval of both the Agency and the Contractor.

2. Compensation. N/A

Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered additional compensation at the rate of (AMOUNT) per deliverable/milestone/etc., such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT), shall be paid by the Agency to the Contractor. The total amount of money payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (AMOUNT).

Under Contract # 00-770-00-03532 and all Amendments to said Contract, the total amount of money payable to the Contractor, including gross receipts tax and expenses, shall not exceed (AMOUNT).

3. Term. N/A

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE NEW MEXICO STATE PURCHASING AGENT, OR A SPECIFIED DATE, WHICHEVER IS LATER. This Contract as amended shall terminate on 03-30-2015, unless terminated pursuant to article 6 of the original Contract.

All other articles of the original contract remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: [Signature] Date: 10/11/11
Agency

By: [Signature] Date: 9-30-11
Contractor

By: [Signature] Date: 10/11/11
Agency CIO

By: [Signature] Date: 05/05/11
Agency Legal Counsel
(Certifying legal sufficiency)

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-394703-009

By: [Signature] Date: 10/14/11
Taxation and Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico:

By: [Signature] Date: 10/26/11
Darryl Ackley, Secretary and State CIO
Department of Information Technology

This Agreement has been approved by the New Mexico State Purchasing Division:

By: [Signature] Date: 11/8/11
State Purchasing Agent