

**Contract between Sprint Payphone Services, Inc.
and
the Wisconsin Department of Corrections
for Inmate Telephone Services**

This agreement is entered into by and between the Wisconsin Department of Corrections (WDOC) and Sprint Payphone Services, Inc. (Sprint).

Table of Contents

1. CONTRACT ADMINISTRATION	2
2. CONTRACT TERM.....	3
3. AGREEMENT REVISION AND/OR TERMINATION	3
4. TERMS AND CONDITIONS.....	4
5. FUNCTIONAL AND TECHNICAL REQUIREMENTS	4
6. IMPLEMENTATION	6
7. TRAINING AND ORIENTATION.....	9
8. INITIAL TESTING	11
9. ONGOING TESTING	11
10. MAINTENANCE.....	12
11. CONTRACTOR/SUBCONTRACTOR RELATIONSHIPS	15
12. COST AND REVENUE REQUIREMENTS.....	15
13. COMMISSIONS, ADMINISTRATIVE SUPPORT, AND REPORTS.....	16
14. SECURITY, BACKGROUND INVESTIGATIONS AND WORK RULES.....	17
15. STAFFING AND CUSTOMER SERVICE.....	18
16. SERVICE STANDARDS AND QUALITY EVIDENCE	20
17. TITLE TO EQUIPMENT	22
18. WDOC AUTHORITY	22
19. LIMITATIONS OF LIABILITY AND INSURANCE	23
INSURANCE REQUIREMENTS.....	25
20. NOTICES.....	27
21. ATTORNEY FEES.....	28
22. DISPUTE RESOLUTION.....	28
23. APPLICABLE LAW	28
24. COMPLIANCE WITH LAWS.....	29
25. SEVERABILITY	29
26. ENTIRE AGREEMENT	30
27. AFFIRMATIVE ACTION REQUIREMENTS	30
28. COMPLIANCE WITH LAWS.....	31
29. FILES.....	31
30. DISCHARGES	31
31. RIGHT TO CURE AND PENALTY	31
32. AMENDMENTS OR ALTERATIONS	32

1. CONTRACT ADMINISTRATION

The contract administrator for WDOC is the purchasing agent (Bob Canfield or his designee). The Sprint contact on contract issues will be Phil Burks 913/315-7914. The WDOC contact for operational issues will be the telecommunications manager (John Shanda). The Sprint contact for operational issues will be Paul Eide 913/315-7767.

2. CONTRACT TERM

This contract is for a five (5) year term beginning upon testing and acceptance of all services, (assuming satisfactory performance on the part of Sprint). The Parties agree that the term will be considered to begin October 1, 2001. Upon mutual agreement of WDOC and Sprint, this contract may be extended for two additional one-year periods.

3. AGREEMENT REVISION AND/OR TERMINATION

Failure to comply with any part of this agreement may be considered cause for revision, suspension or termination of this agreement.

WDOC reserves the right to cancel this contract in whole or in part without penalty due to nonappropriation of funds or failure of Sprint to comply with the terms, conditions and specifications of the contract. Such termination shall be subject to Section 31 below. If WDOC terminates for cause or for nonperformance, Sprint agrees to reimburse WDOC for the costs of another procurement process and any additional cost increases for phone service obtained through substitute performance obtained by WDOC.

This agreement or any part thereof may be renegotiated in such circumstances as: 1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; or 3) monies available affecting the substance of this agreement.

Revision of this agreement is not effective until agreed to by WDOC and Sprint by an addendum to this agreement signed by the authorized representative of both parties.

WDOC may terminate this agreement at any time at its sole discretion by delivering 180 days written notice to Sprint. In the event that Sprint experiences any occurrence which might potentially jeopardize its ability to perform the terms of this contract, Sprint agrees to give immediate notice to WDOC.

Sprint shall also notify WDOC whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, WDOC shall determine whether such inability will require revision or cancellation of this agreement.

In the event that the contract is terminated, Sprint staff shall provide sufficient interaction and communication with the replacement vendor's staff to insure that there is no interruption in the delivery or diminution in the quality of services required by this contract, and shall provide services requested by WDOC during the transition period, consistent with this contract.

4. TERMS AND CONDITIONS

In connection with performance of work under this contract or any disputes thereof, the Laws of the State of Wisconsin shall prevail. All terms and conditions as set forth in this contract, the Request for Proposal (RFP), #C-555, and Contractor's response to the RFP, dated August 1, 2000, shall govern the execution of this contract and any contractual disputes that may arise. In event of conflict, the terms of the contract shall prevail over the terms of the RFP and Sprint's response. The language of the Contractor's response shall prevail over the language in the RFP. All Appendices attached to this Agreement are incorporated by reference into, and form a part of, this Agreement.

5. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Sprint will provide new hardware and software networking equipment to support the State of Wisconsin Inmate Collect Calling contract. Sprint has decided to use new, state of the art equipment that will provide the best solution for the State. Technological advances are always happening and Sprint wants to provide the most complete system available instead of reusing old equipment that may be prone to breakdown or have major outages causing downtime of the inmate calling system.

Sprint will provide a turnkey solution including a seamless transition of the existing call detail and recordings to the inmate-calling platform. "Turnkey solution" means a fully operational system, which will work exactly as specified in the RFP and in the Sprint response. This will

allow all records and investigations to continue with the change of vendors, without a loss of data or recorded calls.

Sprint will update, service, maintain and replace when necessary, the in-place telephone instruments currently located at WDOC's facilities during the life of the contract. Additional telephones and wired outlets will be provided by Sprint as needed to support calling population increases. The telephones will be approved by WDOC and will comply with all specifications of this RFP prior to installation. Sprint agrees to provide and maintain legible labeling and/or signage in both English and Spanish that will be affixed to all inmate telephones and audible through the telephones indicating that all calls made on the telephones, other than properly placed attorney calls, are subject to being recorded or monitored. Sprint will use the language for this signage as provided by WDOC. As required, telephones to be used exclusively for communications by inmates with their attorneys must be provided with signage and labeling as requested by WDOC.

Sprint will update, service and maintain in-place telephone instruments during the life of the contract. When new telephones are needed, Sprint agrees to use "state of the art" equipment, subject to WDOC's advance approval. Sprint agrees to assume responsibility for the support and maintenance of all in-place instruments. Sprint also agrees to ensure that all re-used telephone instruments comply with the same required signs and/or labels as described above, in both English and Spanish that will be affixed to all inmate telephones and audible through the telephones indicating that all calls made on the telephones, other than properly placed attorney calls, are subject to being recorded or monitored. Sprint will use the language for this signage as provided by WDOC.

Sprint agrees to take responsibility for all inside and outside wiring to accomplish a complete installation of the Sprint-proposed inmate telephone system. Sprint will evaluate all wiring in support of the system. Sprint will test all lines and upgrade and/or replace with new wiring where the existing wiring is of substandard quality. New wiring installed during installation of the system will meet minimum industry standards (not less than EIA/TIA-568 Level 3 standards).

Complete technical and functional requirements are set forth in Appendix A. Sprint agrees to upgrade soft and firm ware within the WDOC inmate calling system on a continual basis as improvements become available. Broken or failing hardware will be replaced with comparable hardware.

6. IMPLEMENTATION

Sprint and WDOC agree that implementation of this contract will take place on a site-by-site basis rather than a system-wide basis as set forth in Sprint's Proposal. Waupun will be given first priority, followed by other institutions based on their security designation, per WDOC's approval.

Sprint's Implementation Project Management team will work with the existing vendor and WDOC to provide a seamless transition of services. Sprint will design a plan to minimize disruption at any single site or network-wide. To expedite the overall process, one Program Manager will be assigned to oversee all aspects of installation and implementation of two separate installation crews that will work in tandem to implement the project.

Sprint agrees to provide a complete turnkey installation, including all equipment, software, facilities, cabling, training, database and training for support organization employees. Sprint will assume full responsibility for converting the initial database of inmate numbers and for the programming of all variable call parameters.

Sprint will assume full responsibility for adapting to all existing site conditions and agrees that WDOC will have final approval of all installation methods and materials. Sprint agrees to bear the full cost of installing, providing, and maintaining the site preparation, cabling, telephone instruments, and all special equipment specified in Appendix A.

Any damage to State premises or property caused by any work performed by Sprint or any subcontractor or agent of Sprint during implementation or during the life of the contract will be repaired and

restored to its original condition at Sprint's expense, normal wear and tear excepted.

The summary implementation plan is defined by the chart summarized in Sprint's Proposal, subject to revision with WDOC's approval. The individual tasks and time frames required for implementation of the first site, Waupun, have been identified. Beginning and end dates are provided for implementation at the remaining thirty sites; however, implementation activities will mirror Waupun's.

The quality of the work will be ensured by the on-site Sprint Project Manager (PM). The PM will oversee the installation of the inmate telephone system (ITS), the inmate phones, and all peripheral equipment (wiring, main distribution frame (MDF), etc.). The PM verifies that all equipment is installed properly and working correctly at each site before cutting over the traffic from the existing ITS.

The PM will implement the ITS installation by tracking the schedule and ensuring quality on a day-to-day basis. The PM will be located in the Wisconsin area (M-F, excluding holidays), from the installation of the first site to the last site. The PM will perform the following duties at each site:

- Determine that physical access for all installation personnel will be available at each institution/center by discussion with the local coordinator designated by the Wisconsin DOC.
- Determine that the existing wiring is acceptable and identify any required modifications to the wiring. In the case of the 12 largest sites, this will be done during initial site surveys. In the case of the remaining smaller sites, this will be done when the installation process begins.
- Determine that the existing phones are acceptable and identify any required replacements. The required number of new phones will be ordered and made available prior to cutover.
- Ensure that all required equipment and material will have been shipped to the site before installation begins:

- **The Inmate Telephone System with recording and monitoring platform.**
- **The new telephones required to replace those existing phones no longer acceptable for use.**
- **New enclosures to replace old enclosures no longer acceptable.**
- **The new MDF to be placed in the telephone room.**
- **Coordinate with the installation crew assigned to implement that particular site (there will be two separate installation crews).**
- **Ensure that voice and data circuits will be available for service for moving the long distance traffic (intraLATA, interLATA, interstate, and international).**
- **Verify that all equipment has been tested to within specification prior to being placed in-service.**

Sprint will provide a weekly report to WDOC summarizing progress and identifying any exceptions. After installation is complete, documentation will be provided to the WDOC concerning the quantity of equipment located at each site, its location, and any relevant circuit identification numbers.

Sprint has assembled an account management team, designed to meet the specific needs of WDOC during the implementation process. Sprint proposes to provide end-to-end solutions through installation, cutover and final acceptance. Throughout all phases, Sprint will work closely with WDOC to minimize the impact on present operations and end users. The ultimate goal is to ensure a smooth and transparent implementation for WDOC.

The installation crews will install all network equipment, cabling, computer databases to support the inmate PIN system administration.

WDOC's telecommunications manager will serve as the project manager to supervise the initial implementation and a coordinator at each institution/center will also be named. Sprint agrees to coordinate all work only through those designated contacts.

7. TRAINING AND ORIENTATION

Sprint agrees to provide initial training prior to cutover of service from the previous vendor to Sprint on the use of all equipment and functions available to the WDOC employees, institutions/centers, and inmates. Further, Sprint agrees to provide complete system training, onsite at each location, to up to five (5) employees from WDOC and five (5) from each institution, and up to three (3) from each center. This training may, at WDOC's request, include train-the-trainer training to allow WDOC personnel the ability to train subsequent staff. Sprint will also provide on-site follow-up visits to ensure that WDOC personnel can successfully administer the inmate calling system and all the feature functionality. Sprint will hold initial regional training for the WDOC over an mutually agreed upon timeframe. The timeframe for the initial training will be one week. Subsequent training will be available as requested by WDOC through the Sprint program management group.

Sprint training will include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects deemed necessary by WDOC for a full and complete implementation. Appropriate written materials for both training and ongoing reference will be provided.

Evercom's specialized trainer will lead training on the proposed inmate calling system. This will provide a thorough training on the system and telephone equipment. Each session will be individualized to meet the experience and expertise level of the attendees. Training provided will include the following topics, subject to the approval and modification by the Sprint team and WDOC: the inmate calling system components and operation, setup and maintenance of inmate accounts, real time monitoring and recording applications, reporting capabilities, the restriction application, and the defining of call timing and duration by phones or groups of phones.

Training in use of the inmate calling system will be presented as a video tape production to allow playback to inmates immediately impacted by any system changes, as well as for future inmates. Sprint will further comply with the requested quantities of this video (eight per institution and four per center, plus twenty additional copies for future distribution). The video will be produced in both English and Spanish using the same video image. Sprint agrees to work with the WDOC regarding the content of these tapes. Brochures will be provided for both the inmate and the called party relating to the usage of the inmate telephones. Additionally, detailed automated voice prompts guide the inmate and called party through the call process.

Instructor-led training and on-the-job training will be provided by Sprint during the life of the contract, at no cost to WDOC. Training sessions occur initially upon bid award and continue as any new features are added, and at the request of WDOC. Training sessions will be held at locations recommended and approved by WDOC. Sprint training emphasizes hands-on demonstrations to familiarize participants with the inmate calling system. The courses are designed to encourage participants to practice the skills necessary to perform their daily functions on the system.

The number of attendees per session will depend on the availability and size of the room where the training will be held. There are not a maximum number of people that can attend the sessions. Sessions typically last 3-5 hours; however, the sessions will not end before attendees have a thorough working knowledge of the system and its components. Follow-up training will also be provided as needed. This training can be done via email, on-site visit, or remotely by taking "control" of the system and walking the administrator through the steps necessary to complete their task(s).

Course elements covered in the initial training session are described in Appendix B. These elements are subject to approval and modification by Sprint, Sprint's subcontractors, and WDOC.

8. INITIAL TESTING

Sprint agrees that testing must be conducted and successfully passed at each institution for the complete system. Sprint understands and agrees that tests shall be conducted over a period of 30 consecutive days, beginning at the time the installation is completed. Sprint agrees that WDOC shall be provided with each set of test results for each WDOC institution, and WDOC agrees to review these test results and issue a written notice of acceptance, or direct that the testing period be extended.

Sprint understands that failure of any part of the test for a third time will be grounds for termination of the contract.

9. ONGOING TESTING

During the life of this contract, Sprint agrees to provide monthly reports to WDOC on system operation at each site and network wide. The monthly report shall indicate that all systems are fully operational. The report will note systems in need of remediation, complete with a schedule to bring them back into compliance.

This report will be transmitted to the WDOC Telecommunications Manager and will cover the following specific items.

- All Network Services including dialtone to all telephones or jacks, all local lines or T-1's and all remote access and maintenance lines.**
- All premise-based network equipment including channel banks, interfaces, modems or other equipment required for system operation.**
- All premise-based telephone instruments provided for inmate telephone use.**
- All recording and monitoring equipment in-place for audio recordings of telephone conversations, playback capabilities and network call detail recording, with specific assurance that no "properly placed attorney telephone calls" are being recorded.**

- **All systems are fully operational as proposed in Sprint's Response to the WDOC Request for Proposal.**

10. MAINTENANCE

Sprint agrees to provide complete maintenance for all parts of the system provided to the State, including but not limited to labor, parts, materials, software, repair or replacement of equipment, and transportation, for the life of the contract.

Sprint agrees to provide maintenance at no cost to the State including charges from Local Exchange Carriers for facility isolation services. Sprint understands and accepts that a regularly scheduled preventative maintenance program must be established for each location. Sprint further understands and agrees this work must be performed to assure the WDOC of the proper operation of the entire system.

The onsite Sprint Project Manager will manage the Sprint team in scheduling all onsite preventative maintenance on the proposed systems and equipment. The Sprint support team resources will be located in Madison, Wisconsin and will travel from there as needed to provide maintenance on all systems.

Additionally, proactive monitoring, preventive maintenance, and virus protection will be provided 24 hours a day, 7 days a week. The inmate calling system is constructed to enable remote access at any time. This allows for nightly "polling" of information, future software enhancements and upgrades via modem or data link. This method of connectivity may also be used to provide general system maintenance or on-site user assistance.

Sprint understands and agrees that maintenance will include any inmate telephone equipment, including instruments and inmate telephone wiring owned by WDOC, and replacement as needed of any equipment or wiring now owned by WDOC. Sprint further understands this includes all equipment acquired by WDOC at the termination of its existing contract with MCI.

Sprint agrees that an existing monitoring/playback unit will be maintained for use with historic tapes at a mutually agreed upon location.

Sprint agrees to provide and maintain sufficient staffing to respond to multiple events and sites simultaneously.

Maintenance issues during working hours (7:30 AM until 4:30 PM) will be handled by Sprint's Project Manager. After hours, a toll free number will be established that transfers to the Sprint Inmate Help Desk. This Help Desk is maintained on a 24-hour basis, seven days per week. A Sprint System Administrator answers the phone and opens a ticket, routing the issue(s) to the appropriate Sprint personnel for resolution. The System Administrator logs and tracks the ticket throughout the entire process to ensure complete resolution. Sprint's Help Desk Support organization can take requests via telephone, e-mail or facsimile. All reports are logged in at the time they are received.

Sprint understands and agrees that scheduled maintenance and minor repairs will be performed during business hours, which are 7:30 AM to 4:30 PM, Monday through Friday. Major repair services will be available from 6:30 AM to 10:30 PM, seven (7) days a week, three hundred and sixty five (365) days a year. Sprint understands that WDOC reserves the right in extraordinary situations to declare an emergency and to require repair services at any time. Sprint's 24 hour Help Desk Support group ensures WDOC the highest level of seamless service possible.

Sprint understands that a minor problem is defined as up to 25 percent of the service at a single facility out of service. Sprint agrees to respond to a minor problem within eight (8) hours from reporting. Sprint also agrees that satisfactory completion of the repairs will occur within twenty-four hours from reporting.

Sprint understands that a major problem is defined as over 25 percent of the service at a single facility out of service, or a failure in any call processor or node from any cause, or a failure in call restriction functions, or any other condition that renders the system incapable of performing all its normal functions. Sprint agrees that response to a major problem to begin resolution will occur within one (1) hour via remote access with arrival on-site within four (4) hours from reporting. Satisfactory completion of the repairs will occur within twenty-four (24) hours from reporting.

Sprint agrees to implement the escalation plan attached to this contract as Appendix C and D in the case that any of the above conditions are not met within the required time allowances.

Sprint fully understands WDOC's maintenance and repair requirements, as stated above, and agrees to implement them as needed. Sprint understands and agrees that any time a repair problem is pending, reports will be made to the reporting institution every two (2) hours. If a problem is in first stage escalation, reports will be made to the reporting institution and to WDOC every two (2) hours. If a problem is in second stage escalation or later, or is deemed by WDOC to be an emergency, reports will be made to the reporting institution and to WDOC every hour, until resolution is achieved. Sprint's onsite Project Manager and Help Desk Support ensure rapid response, reporting and resolution of all issues. On a monthly basis Sprint's technicians will do a routine inspection(via the Wide Area Network or on site) of all inmate calling system equipment at all the facilities within WDOC. Sprint will visit each site at least once per quarter of a year. Sprint will monitor all facilities and check diagnostics of all sites monthly. Any damaged or worn parts will be replaced at that time. Additionally, remote diagnostics are run on a nightly basis, identifying any abnormalities of inmate calling that could point out broken equipment, unreported by the State.

Sprint will maintain a stock of spare telephone parts in locations approved by WDOC. This will ensure that the 4-hour response time is met for most repair calls. The following spare computer-related equipment will be stored so the administration of State investigations can proceed if a part fails:

- Keyboards**
- Monitors**
- Mouses**
- Power cords**

Typical phone stock includes the following extra replacement parts:

- armored handsets with steel lanyards**
- enclosures**
- wall mountings and backboards**
- chrome metal keypads**
- chrome metal cradle**

11. CONTRACTOR/SUBCONTRACTOR RELATIONSHIPS

Sprint will function as the prime contractor—assuming total responsibility for all performance aspects of this contract, including portions provided by subcontractors. Sprint understands that there are consequences including but not limited to contract penalties for failing to sufficiently plan for fully carrying out all objectives and tasks under this contract.

Should subcontractor relationships change during the term of contract, Sprint agrees to notify WDOC of the pending change by Sprint and WDOC reserves the right to approve the change before it occurs. If such a change is being proposed, information on the new subcontractor will be provided equivalent to the specifications in the original request for proposal. Any approved change will come with the assurance of no loss of performance during the change or for the remainder of the term of the contract.

Subcontractors shall be subject to approval of WDOC. WDOC reserves the right to prohibit any of the employees of Sprint and/or subcontractors from performing service with regard to this contract.

12. COST AND REVENUE REQUIREMENTS

Sprint agrees to make the following types of calls available from all Department facilities, including:

- Local (including extended community calls) calls**
- IntraLATA calls**
- InterLATA calls**
- Interstate calls**

The contract rates to callers using the inmate calling system will not increase for the initial (five year) term of the contract.

The following are the initial rates to be charged for this contract. The charge to the called party shall consist of the set-up charge for the

appropriate call type plus the per minute rate for each minute of the placed call. Charges shall commence upon acceptance of call by the party called and shall cease when the connection is terminated.

Call Type:	Set-Up Charge:	Per Minute Rate:
Local:	<u>1.25</u>	<u>0</u>
IntraLATA:	<u>1.25</u>	<u>.22</u>
InterLATA:	<u>1.25</u>	<u>.28</u>
Interstate:	<u>2.00</u>	<u>.35</u>

Any rate reductions applicable to inmate telephone calls under the jurisdiction of the Wisconsin Public Service Commission or the Federal Communications Commission must be immediately passed onto the called parties accepting calls under this contract, and notice of such reductions must be provided to WDOC in writing.

13. COMMISSIONS, ADMINISTRATIVE SUPPORT, AND REPORTS

Sprint agrees to pay to WDOC a commission of thirty percent (30%) of the gross revenues generated under this contract. Payments shall be made monthly by one check covering all commissions and administrative costs. The check shall be made payable to Wisconsin Department of Corrections and remitted to the Bureau of Fiscal Services, PO Box 7991 Madison, Wisconsin 53707-7991.

Sprint agrees that these commissions will be paid retroactively to the date service commenced at each location, and will be paid based on gross revenues.

In addition, Sprint agrees to pay an additional \$1,666.67 per month for 60 months as a monthly credit for administrative support. This additional cost will begin to be paid to WDOC in the first month after execution of this contract, and will be paid in the same manner as the percentage commission referred to above.

Sprint agrees to provide a monthly report to the WDOC telecommunications manager detailing all commissions and administrative support costs paid by Sprint. For commissions, this report shall include the location name, the number of lines in service, total calls, total minutes, total gross revenue, and total commission paid, for each location within the WDOC system.

Sprint agrees to maintain and file with WDOC such progress, service, fiscal, inventory and other reports as WDOC may require within the period of this Agreement.

14. SECURITY, BACKGROUND INVESTIGATIONS AND WORK RULES

Sprint personnel and all subcontractor personnel will submit to a background investigation conducted by WDOC for initial and/or continued employment, and will sign a WDOC statement regarding workplace rules and inmate fraternization.

All Sprint team staff, including subcontractor staff, agree to comply with institutional regulations, as well as security rules of each site. Sprint agrees that all access to, use of, and modifications to State facilities will have prior approval from the WDOC telecommunications manager.

Sprint agrees that each institution/center has the sole right to allow or not allow any Sprint or subcontractor employee to enter and work in its facilities. Contractors will be required to provide whatever information about employees is requested by the institution/center, and to replace any employee at the direction of the institution/center.

Sprint agrees that the vendor work rules and procedures vary from site to site, dependent on the site's security level and physical limitations. These work rules will be provided to Sprint before the commencement of any work on this project. Any Sprint or subcontractor employee, working at a WDOC location, must present proper picture identification. WDOC also reserves the right to deny access at its sole discretion.

15. STAFFING AND CUSTOMER SERVICE

Sprint will provide five (5) in state Sprint employees with experience in managing comprehensive end-to-end correctional programs to support the WDOC inmate calling system. These resources will provide ongoing support in Wisconsin after successful installation occurs for the life of the contract, and will be placed in locations mutually agreeable to both Sprint and WDOC. Additionally, Sprint will provide a comprehensive and specialized support team for WDOC.

These resources will have the capability to be on any site within the mandated four (4) hours of placing a call for assistance. Sprint will work with WDOC to determine the best placement of these resources. Additionally, the Sprint proposed inmate-calling system is constructed to enable remote access at any time. This allows for nightly “polling” of information, future software enhancements and upgrades via modem or data link. This method of connectivity may also be used to provide general system maintenance or on-site user assistance. Appendix C and D contain Sprint's escalation levels and severity level assignment definitions.

Sprint also has an extensive inmate support team to provide additional operations, management, commissioning and customer service support to the State including but not limited to the functions summarized below.

Project Manager

The Sprint Project Manager works with the Program Manager, Installation Manager and Manager of Technical Support throughout all phases of implementation. After installation is complete, the Project Manager remains in Wisconsin throughout the life of the contract—ensuring that all aspects of the system run smoothly. This Project Manager will report to the Sprint Program Manager, who functions as the overall contract manager. Additionally, four PIN Administrators will be located in Wisconsin. Physical placement within the State of all resources will be mutually agreed upon by WDOC and Sprint.

Sprint Installation Manager

Sprint's Installation Manager is responsible for coordinating schedules and facilities access with the Department of Corrections to prepare the equipment rooms for call control application and network access installation. The Installation Manager is supported by technicians who will be available after the installation to support and maintain service. The Installation Manager's responsibilities include:

- **Confirmation that the site is correctly prepared**
- **Unpacking and inventory of all equipment**
- **Management of physical aspects of installation**

Sprint Program Manager

The Sprint Program Manager oversees all network implementation activities and will be the point of contact for the WDOC during implementation. For some products and services, the Project Manager assists the Program Manager by preparing and ordering equipment and circuits. The Program Manager will conduct status meetings with WDOC to ensure appropriate progress is being made throughout the implementation period. Action items from previous meetings will also be recorded and cleared upon completion. All WDOC issues and concerns will be discussed during these meetings to ensure the project remains focused and on schedule.

Sprint's Program Manager maintains the overall project implementation schedule, including:

- **Preparing program plan, identifying tasks and appropriate team participants, assigning responsibilities and due dates**
- **Conducting internal program kickoff meeting**
- **Coordinating, review and approval of equipment/network configuration(s)--utilizing engineering, as required**
- **Conducting implementation-planning sessions(s) with the State of Wisconsin Department of Corrections**
- **Preparing required purchase requisitions**
- **Managing subcontractor/partner performance, as required**

- **Resolving project roadblocks through escalation**
- **Duration tracking (planned and actual) by task and resource**
- **Providing numerous project reports, as required:**
 - Status reports**
 - Project tracking reports**
 - Outlines and charts for various tasks**

Sprint Manager of Technical Support

Sprint's Manager of Technical Support is responsible for working closely with the network groups within Sprint as well as various Local Exchange Carriers (LECs) to ensure cost-effective and quality connectivity to the inmate platforms. The Manager of Technical Support is ultimately charged with engineering the network.

16. SERVICE STANDARDS AND QUALITY EVIDENCE

Sprint agrees service standards and quality, continuity, transparency, and adequacy of staffing, as well as other resources, will be maintained in the highest possible manner over the life of the contract.

Sprint will provide customer service staff to WDOC to receive and process orders for adds, moves and changes, scheduling work, updating records, updating systems to include central processors, software, firmware, and other operational components.

Sprint has a support organization in place to respond to trouble calls, 24 hours a day, seven days a week, requests for information and other service issues. Sprint agrees to immediately trace recent calls placed from specific telephones, in case of an emergency. Sprint will provide administrative support to make changes in databases, system parameters or call parameters. Sprint will provide points of contact and customer service for inquiries made by called parties relating to operational issues and billing.

The procedural information listed above will be provided in a written format to each site and to WDOC's Telecommunications Manager to be used as a reference for daily usage. This document will contain contact information, including telephone, fax and e-mail addresses, as well as escalation procedures. This document will be kept up to date during the

term of the contract. The Sprint Program Manager will send an updated document in a manner acceptable by WDOC (fax, mail, e-mail) each time a change in personnel or procedures is made.

Sprint also agrees to provide additional consulting services to the WDOC or individual site regarding inmate telephone service, as requested.

Sprint agrees to fully support all the contract reporting requirements related to inmate calling system usage, performance, and trouble reporting by doing the following. Sprint agrees to fully support and maintain initial and ongoing management of all databases created for the State. Sprint also agrees to provide full maintenance services in connection with all services and equipment provided under this contract. Sprint has reviewed the RFP maintenance requirements and will fully meet all requirements.

Sprint understands and agrees that additions, changes and moves of premise equipment will be ordered in writing by WDOC. Further, Sprint agrees that work must be completed within 15 days, except for new institutions, for which dates will be established on a case-by-case basis. Sprint agrees that removals will be completed within 10 days of order.

Sprint agrees to provide a combination of centralized Contractor staff and available on-site contractor staff. The centralized staff will provide an on-line "Help Desk." Sprint is dedicated to providing a high level of customer service, 24 hours a day, seven days a week. Sprint operates customer service centers across the United States, specializing in providing customer service to state, local and government customers. Sprint's designated in state Project Manager will be available during normal business hours (7:30 AM – 4:30 PM) (Monday through Friday). Should any situation occur after hours, a toll free number set up by Sprint specifically for WDOC is available. This number will be listed in the manual provided to each location.

Sprint will use its controlled closed-loop system for reporting, documenting, analyzing and correcting failures, problems, and anomalies. The initial trouble report is generated via system diagnostics, State facility phone call, or facsimile. During working hours (7:30 AM – 4:30 PM) (Monday through Friday) and after hours a toll free number to the Sprint Inmate Help Desk is available to the DOC to initiate the trouble reporting process. The Sprint System

Administrator will assign a priority ranking, based on the level of severity. The appropriate Sprint personnel will be contacted, depending on the level of severity. Regardless of the issue(s), the Sprint System Administrator will provide:

- **Prompt, professional call management**
- **A trouble ticket number for each reported trouble**
- **Referral to the appropriate Sprint personnel for restoration and repair**
- **End-to-end trouble ticket management**
- **Trouble ticket status updates as defined by priority**
- **Perform Sprint escalation according to the Escalation Guidelines**
 - Verify trouble ticket resolution and ticket closure**

See Appendix C and D.

17. TITLE TO EQUIPMENT

Through the term of this Agreement (60 months, with two possible one-year extensions), Sprint shall hold title to all equipment covered by the agreement with the exception of the telephone instruments. At the conclusion of the initial 60 months, plus any extensions of the Agreement, Sprint shall transfer title of all the existing equipment, which includes, but is not limited to, hardware, software, interconnect components and interfaces, to WDOC at no cost to WDOC. This includes title to any and all monitoring equipment, cabling, and all other inmate telephone equipment installed, as well as all telephone instruments.

18. WDOC AUTHORITY

WDOC warrants that it has authority to select the operator services carrier for the telephones covered under this Agreement, and to name Sprint as its provider on any ballot for such telephones. WDOC shall have the right to:

- a) Add, delete, or temporarily exclude one or more WDOC facilities from the inmate calling system at any time during the term of the Agreement. WDOC may, with at least sixty (60) days prior written notice to Sprint, unilaterally alter and amend this list; but WDOC agrees not to make any such amendment solely for the purpose of changing the institution's operator services provider.
- b) Determine the configuration and scope of the interactive inmate call monitoring and recording equipment covered by this Agreement.
- c) Make changes in the operation of the portions of the system within its sole control without seeking permission from Sprint.
- d) Authorize changes in the operation of the portions of the inmate calling system within the control of Sprint; except for changes involving Sprint's tariffs, Sprint shall not make any changes in the inmate calling system without the written consent of WDOC.
- e) Provide Sprint with the necessary authority, assistance and protection to access the designated WDOC facilities in order to fulfill the provisions of the Agreement.

19. LIMITATIONS OF LIABILITY AND INSURANCE

- a) WDOC shall not be held liable for Sprint's inability to collect on any Operator Services calls that Sprint allows through its network. WDOC shall not be responsible for, or for collecting, any Federal, State, or local taxes normally associated with telephone use charges. WDOC shall not be responsible for establishing or guaranteeing any minimum amount of calls measured by minutes used, calls completed, or revenue generated.
- b) Except for defaults by subcontractors or as otherwise set forth herein, neither party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, earthquake, other natural disaster, riot, acts of God, war, nuclear accidents, labor disputes, strikes, unavailability of transportation, public regulatory body, or governmental statutes or regulations superimposed after the fact, or other cause beyond the reasonable control of the party

delayed, interrupted or prevented from performing. If a delay or failure in performance by Sprint arises out of a default of its subcontractor and if such default arises out of causes beyond the control of both Sprint and subcontractor, and without the fault or negligence of either of them, Sprint shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time and at comparable costs to permit Sprint to meet the required performance schedule.

c) Delays or failures beyond the control of Sprint, including those caused by either a Local Exchange Carrier (LEC) or WDOC will not be considered a failure to perform.

d) Sprint shall be liable for damages arising out of injury to the person and/or damage to the property of WDOC, its employees, persons designated by WDOC for training, or any other person(s) other than agents or employees of Sprint, designated by WDOC for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of any equipment, equipment software and telephone services provided under this agreement, at WDOC's place of business, provided that the injury or damage was caused by the fault or negligence of Sprint. In addition to the liability imposed upon Sprint on the account of such injury or damage suffered as a result of Sprint's fault or negligence, Sprint agrees to save and hold harmless WDOC from every expense, liability, or payment, arising out of such negligent act. Sprint also agrees to hold WDOC harmless for any negligent act or omission committed by a subcontractor or other person employed by or under the supervision of Sprint under the terms of this Agreement.

e) WDOC shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for any equipment, equipment software and telephone services provided under this Agreement except in the case of WDOC employee's destruction, theft, and damage to any of the equipment. Further, WDOC shall take reasonable precaution to protect the equipment. It shall be Sprint's sole responsibility to obtain insurance coverage for such loss in an amount that Sprint deems appropriate. Sprint shall further be responsible for repairing or replacing any such equipment, equipment software and telephone

services loss to make it fully operational within a reasonable period of time.

Sprint agrees that WDOC shall not be responsible for any liability incurred by Sprint or its employees arising out of the ownership, possession, operation, control, use, maintenance, delivery, and/or installation of equipment, equipment software and telephone services provided by Sprint.

Sprint understands and agrees that WDOC does not maintain commercial liability insurance. Sprint agrees to carry liability insurance as follows:

Insurance Requirements

The following minimum insurance limits apply to vendors doing business within the State of Wisconsin. All policies must be issued with a 60-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent.

Worker's Compensation (WC)	Statutory limits
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000
 Commercial General Liability (CGL)	
General Aggregate including	
Products & Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
 Automobile liability:	
Combined Single Limit	\$1,000,000

A certificate of insurance, which evidences that an insurance policy exists, must be mailed to the WDOC within 10 days following the execution of this contract. The certificate should be mailed to:

**Robert Canfield, Purchasing Agent
Department of Corrections
P.O. Box 7991
Madison, WI 53707-7991**

The certificate must include the following information: insurer, insurance agency, insured, type(s) of insurance, policy number(s), effective date(s), expiration date(s), limits, certificate holder, cancellation procedure and the name of the representative who authorized the policy.

Sprint further understands and agrees that WDOC cannot save and hold harmless and/or indemnify Sprint or its employees against any liability incurred or arising as a result of an activity of Sprint or any activity of its employees performed in connection with Sprint.

Sprint shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the WDOC harmless from all claims, suits, judgments, or damages of whatsoever kind or nature, including court costs and attorney fees, arising out of wrongful acts, negligence, or omissions by Sprint in the course of this Agreement.

f) Except as otherwise provided in this contract, in no event shall either party be liable to the other for any indirect, incidental, special or consequential damages even if aware of the potential thereof.

Notwithstanding the foregoing, nothing contained herein shall limit Sprint's liability for personal injury and damages to tangible property caused by Sprint's negligence or tortious act. Also, in the event of a termination of this contract by Sprint, which is not authorized by this contract, then in such event Sprint agrees to reimburse WDOC for the costs of another procurement process and any additional cost increases for phone service obtained through substitute performance obtained by WDOC.

20. NOTICES

All notices, requests, demands or communications required or permitted under the Agreement shall be in writing, delivered personally or by U.S. Mail, postage prepaid, at the respective addresses set forth below and shall be deemed effective upon personal delivery or when received if sent by U.S. Mail.

If to WDOC:

**Bob Canfield, Purchasing Agent
Wisconsin Department of Corrections
P.O. Box 7925
Madison, WI 53707-7925**

With a copy to:

**Office of Legal Counsel
Wisconsin Department of Corrections
P.O. Box 7925
Madison, WI 53707-7925**

If to Sprint:

**Todd Davis
Director
Public Access Services
6480 Sprint Parkway 3rd Floor
Mailstop KSOPHM0306
Overland Park, KS 66251**

With a copy to:

**Mr. Tom Grimaldi - General Attorney
Sprint
6480 Sprint Parkway
MailStop KSOPKJ0505
Overland Park, KS 66251**

If either party changes the above name, and or title(s) and or addresses, then written notice of such change shall be rendered in writing to the other party and said notification shall be attached to the originals of the Agreement.

21. ATTORNEY FEES

In the event that legal action is taken against the State of Wisconsin or WDOC, arising out of, under and/or pertaining to the Agreement, and if such legal action names Sprint as a co-defendant, or if WDOC or Sprint requires documentation or any other type of assistance in preparing for a hearing, or in defending itself in court, the State, WDOC or Sprint shall offer all necessary assistance at no cost to the other party, and shall not require the other party to reimburse it for any attorney fees incurred by such party.

22. DISPUTE RESOLUTION

a) No term, provision or condition of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

b) In the event of any material breach of the Agreement by one party, the other party shall give written notice specifying the breach.

c) WDOC and Sprint agree that, the existence of a material breach notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement which are not affected by the material breach until such time that the Agreement is terminated.

23. APPLICABLE LAW

This Agreement, including all matters relating to the validity, construction, interpretation, effect, performance and enforcement thereof, shall be governed by the laws of the State of Wisconsin without giving reference to its principles of conflicts of law, except insofar as

Federal law may control any aspect of this Agreement, in which case Federal law shall govern such aspect.

Any litigation arising out of or relating in any way to this Agreement shall be brought only in the courts of Wisconsin, or before the FCC, as appropriate, and Sprint hereby irrevocably consents to such jurisdiction.

24. COMPLIANCE WITH LAWS

WDOC, Sprint and all subcontractors shall be responsible for complying with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder, including but not limited to, the laws and regulations related to eavesdropping and wire-tapping. WDOC and Sprint represent and warrant that their use of the call recording capabilities provided herein shall at all times be lawful.

Sprint accepts full responsibility for payment of all taxes and insurance including worker's compensation, insurance premiums, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Sprint in the performance of the work authorized by this Agreement. Sprint agrees to carry, at a minimum, workers compensation insurance within the statutory limits set by the Wisconsin Statutes.

25. SEVERABILITY

If any term, provision, or condition of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect, and such term, provision, or condition shall be deemed stricken. Either party having knowledge of such term, provision, or condition shall promptly inform the other of the presumed non-applicability of such term, provision or condition. Should the offending provision go to the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable. The parties agree to renegotiate this Agreement if State revisions of any applicable laws or regulations make changes in this Agreement necessary.

It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement is contrary to the terms of Ch. 16, Wis. Stats.

26. ENTIRE AGREEMENT

This Agreement, together with all exhibits attached hereto and incorporated herein by reference and applicable Sprint tariffs, set forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, documents, representations, or negotiations between the parties, whether oral or written, with respect thereto. The relevant rights and obligations of the parties shall survive termination of this Agreement.

No modification of any term, provision or condition of the Agreement shall be made or construed to have been made unless such modification is mutually agreed to in writing by both parties, and incorporated in a written amendment to the Agreement prior to the effective date of such modification.

27. AFFIRMATIVE ACTION REQUIREMENTS

For the purposes of work under this contract, Sprint agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5) Wis. Stats., sexual orientation as defined in s. 111.32(13M) Wis. Stats, or national origin. This provision includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff and termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, Sprint further agrees to take affirmative action to ensure equal employment opportunities.

This contract will require submission of a written affirmative action plan by Sprint, unless one is already on file with the State of Wisconsin, Department of Administration, Office of Contract Compliance. Failure to comply with the provision may result in Sprint becoming declared an "ineligible" contractor, termination of the contract or withholding of payment. WDOC's procurement staff are available to assist Sprint or

any subcontractor in the preparation of the required affirmative action plan.

28. COMPLIANCE WITH LAWS

Sprint personnel will comply with any current and future state, federal and local laws and regulations, court orders, directives, ACA and NCCHC standards, and WDOC policies and procedures.

29. FILES

Sprint will maintain files of all subcontractors and contract employees on-site at all WDOC institutions or other premises in a location where they may readily be made available to WDOC's contract administrator or designee. All necessary information, such as licenses, professional certifications, insurance certificates, and evaluations, will be contained in these files.

30. DISCHARGES

Sprint will immediately notify the Contract Administrator of any discharges or removal of professional staff and the reason for the action.

31. RIGHT TO CURE AND PENALTY

In the event that Sprint fails to perform its obligations under this Agreement, WDOC shall give Sprint notice of such deficiency in writing. Sprint agrees to correct such failure within thirty (30) days, or if the failure is such that it cannot be corrected within thirty (30) days, Sprint shall commence correction within thirty (30) days and shall continue to work on the failure with due diligence until such failure is corrected. WDOC reserves the right to assess a penalty of One Thousand (\$1,000.00) dollars per day for every day in excess of thirty (30) days that such failure exists. Each failure to perform shall be considered separately and may individually be subject to the assessment of penalties, such that the same system failure at multiple institutional locations would be treated as separate failures, each subject to the specified penalty. If Sprint fails to correct or begin correction within thirty (30) days of notice from WDOC, then upon thirty (30) days additional notice to Sprint, WDOC may require Sprint to remove,

replace, or remediate the affected inmate telephone equipment without penalty or liability to the State.

Sprint will not be responsible or liable for any errors or omissions in data supplied by WDOC, including but not limited to, inmate personal identification numbers (PINs), call allowed lists, and processing of attorney names and numbers.

32. AMENDMENTS OR ALTERATIONS

No amendment or alteration of the terms of this contract shall be valid unless made in writing and signed by both parties. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, by their undersigned officials as duly authorized.

WISCONSIN DEPARTMENT
OF CORRECTIONS

By: *John E. [Signature]*

Name: _____

Title: _____

Date: _____

SPRINT PAYPHONE
SERVICES, INC.

By: *[Signature]*

Name: _____

Title: _____

Date: *10/16/01*

Approved as to form and legality subject to execution by the parties:

Dolores A. Kester 10-3-01
WDOC Assistant Legal Counsel