

MLC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

19A

September 22, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **Sole Source** contract with Global Tel*Link Corporation d/b/a ViaPath Technologies (Vendor # 171984), 900 Western America Circle, Suite 300, Mobile, AL 36609, to be effective upon Governor and Executive Council approval for the provision of Resident Telephone, Kiosk/Tablet Solution Services provided during the period of November 1, 2022 through October 31, 2027 at no cost to the State.

EXPLANATION

The NH DOC is seeking to enter a **sole source** contract with Global Tel*Link Corporation dba ViaPath Technologies due to the continued impact of COVID on personnel and logistics, and due to the history of the controlling contract. This contract will allow for the continuation of resident telephone, kiosk/tablet solution, remote visitation and learning management systems which directly support the NHDOC mission for rehabilitation and reduction in recidivism as well as its constitutional obligations inclusive of all labor, tools, transportation, materials, equipment and permits as necessary to provide such resident telephone services. These services include telephony, switching equipment, administrative PCs, hardware, software, telephone facilities for local, intra-LATA and inter-LATA service, maintenance, and end user support. Resident telephone services include all Department of Corrections' facilities that house residents.

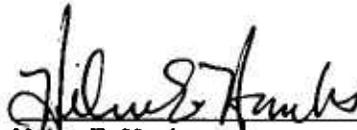
Core prison telephony services for residents were historically fulfilled via a statewide telecommunications contract. As part of the previous telecommunications contract winning proposal, the selected vendor modernized and transformed the services available within NHDOC facilities for residents, while continuing to operate the remaining payphones used by other agencies all under the original statewide contract. However, currently the Department is experiencing a 37% vacancy rate in security staff and other significant vacancy rates in NHDOC logistics staff and does not have the support staff to convert the current telephone/tablet solution to a new technology infrastructure supported by a potential new vendor selected through an RFP process. Through our past deployment experience with these services, the number of NHDOC staff we utilized to oversee the deployment of the telecommunications infrastructure is not sustainable at this time for the agency. We have to literally provide staff to shadow contractors through every housing unit and this is not realistic, at this time. We are still acutely aware of our need to control who goes were in our congregate living areas to control the spread of infectious disease (primarily COVID-19). Although, we have targeted capital budget projects occurring now most do not have the necessity to

access every living area at all our sites as a change in potential vendor would in this case creating exposure risks all throughout our facilities.

NHDOC has seen continued impact from COVID with respect to hiring and personnel shortages, as experienced by all sectors of the economy. NHDOC and vendors have also seen significant challenges in logistics (especially imported technology products), causing 'just-in-time' fulfillment to become delayed by three, six or even twelve or more months in some cases. The net impact of these factors, along with lessons from the initial implementation timeline for these tablet services, means that the sunset provisions of the existing contract as written (to cover only the swapping of payphones) are insufficient to ensure continuity of required services in practice based on the totality of circumstances. Further, this contract maintains the existing rate structure from the previous contract and is ranked 1st for affordability by Prison Phone Justice due to the low-cost call rate for correctional facilities at \$0.013 per minute (\$0.20 for a 15-minute phone call).

Therefore, the Department is requesting a **sole source** contract to allow the continued operation of existing services to bridge the service gap and provide sufficient time and development of increased human resources to responsibly develop an RFP and be able to deploy the outcome of a subsequent contract that will be effective upon the expiration of this contract.

Respectfully Submitted,



Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

September 20, 2022

Helen E. Hanks, Commissioner
Department of Corrections
105 Pleasant St.
Concord, NH 03301

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Sole Source contract with Global Tel*Link Corporation dba ViaPath Technologies, Falls Church, VA, as described below and referenced as DoIT No. 2023-029.

The NH Department of Corrections (NH DOC) is seeking to enter a **sole source** contract with Global Tel*Link Corporation to provide resident tablet services inclusive of all labor, tools, transportation, materials, equipment and permits as necessary to provide such-resident telephone services. These services include telephony, switching equipment, administrative PCs, hardware, software, telephone facilities for local, intra-LATA and inter-LATA service, maintenance, and end user support. Resident telephone services include Department of Corrections' facilities and State Prisons.

There is no cost to the State of New Hampshire associated with this contract. The contract shall become effective upon the date of Governor and Executive Council approval through October 31, 2027.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2023-029



STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS:
FACILITY RESIDENT TABLET SERVICES:

DOC - 2023-029

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 – DOC FACILITY RESIDENT TABLET SERVICES
TABLE OF CONTENTS

Contents	
FORM NUMBER P-37 (version 12/11/2019)	4
EXHIBIT A - SPECIAL PROVISIONS	9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES	14
1. STATEMENT OF WORK	14
2. BUSINESS / TECHNICAL REQUIREMENTS	42
3. ACTIVITY, DELIVERABLE, AND MILESTONE	43
4. DELIVERABLE REVIEW AND ACCEPTANCE	43
5. CHANGE ORDER	44
6. IMPLEMENTATION SERVICES	44
7. PROJECT MANAGEMENT	44
8. WORK PLAN	47
9. ACCEPTANCE & TESTING SERVICES	49
10. MAINTENANCE, OPERATIONS AND SUPPORT	51
11. DATA PROTECTION	53
12. SOFTWARE AGREEMENT	56
13. ADMINISTRATIVE SERVICES	56
14. TRAINING	56
15. MERCHANT CARD SERVICES	56
16. TERMS AND DEFINITIONS	59
17. CONTRACTOR'S CERTIFICATES	59
EXHIBIT C – PRICE AND PAYMENT SCHEDULE	60
1. CONTRACT PRICE	60
2. TRAVEL EXPENSES	60
3. SHIPPING FEES	60
4. INVOICING	60
5. INVOICE ADDRESS	60
6. PAYMENT ADDRESS	60
7. OVERPAYMENTS TO THE CONTRACTOR	60
8. CREDITS	60
9. PROJECT HOLDBACK	60

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 – DOC FACILITY RESIDENT TABLET SERVICES
TABLE OF CONTENTS

10. PAYMENT SCHEDULE	60
EXHIBIT D – SOFTWARE LICENSE AGREEMENT	64
EXHIBIT E – ADMINISTRATIVE SERVICES	65
11. DISPUTE RESOLUTION	65
12. ACCESS AND COOPERATION	65
13. RECORD RETENTION	65
14. ACCOUNTING	66
15. AUDIT	66
16. MISCELLANEOUS WORK REQUIREMENTS	66
EXHIBIT F – TERMS AND DEFINITIONS	68
<i>Remainder of this page intentionally left blank</i>	72
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES	73
17. ATTACHMENTS	73
18. CONTRACTOR CERTIFICATES	73
ATTACHMENT 1: BUSINESS AND TECHNICAL REQUIREMENTS	74
ATTACHMENT 2: AGENCY COMPLAINT DOCUMENTS	85
1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives	85
2. Prison Rape Elimination Act (PREA) of 2003	85
3. Criminal Justice Information Services (CJIS) Security Policy	85
ATTACHMENT 3: CONTRACTOR SERVICE SCHEDULE	86

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - FORM NUMBER P-37**

FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Corrections		1.2 State Agency Address 105 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Global Tel*Link Corporation dba ViaPath Technologies		1.4 Contractor Address 900 Western America Circle Suite 300 Mobile, AL 36609	
1.5 Contractor Phone Number (703) 955-3910	1.6 Account Number N/A	1.7 Completion Date October 31, 2027	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Helen Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>Kimberly Sullivan</i> Date: 9/21/22		1.12 Name and Title of Contractor Signatory KIMBERLY TULLIS, SENIOR MANAGER CONTRACTS	
1.13 State Agency Signature <i>Helen Hanks</i> Date: 9/22/22		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 9/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Page 4 of 95
 Contractor Initials: LT
 Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - FORM NUMBER P-37

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.2 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to 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 have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS – FORM NUMBER P-37

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

Page 6 of 95

Contractor Initials: KET

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - FORM NUMBER P-37

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

Page 7 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - FORM NUMBER P-37

chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the

interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT A - SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.7 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 Insert 5.5 to read: "The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State."

A.8 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Insert 8.2.5 to read: "Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract."

A.9 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 To read: "Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided."

9.2 Termination Procedure

9.2.1 Insert 9.2.1 to read: "Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated."

9.2.2 Insert 9.2.2 to read: "After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT A - SPECIAL PROVISIONS

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data."

9.2.3 Insert 9.2.3 to read: "If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services")."

9.2.4 Insert 9.2.4 to read: "This covenant in paragraph 9 shall survive the termination of this Contract."

A.10 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 Insert 10.4 to read: "In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State, or accessed in the course of

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT A - SPECIAL PROVISIONS

performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information."

10.4.1 Insert 10.4.1 to read: "In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief."

10.5 Insert 10.5 to read: "Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party."

10.6 Insert 10.6 to read: "A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena, or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State."

10.7 Insert 10.7 to read: "Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT A - SPECIAL PROVISIONS

the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State."

- 10.8 Insert 10.8 to read: "This covenant in paragraph 10 shall survive the termination of this Contract."
- A.11 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:
- 12.3 Insert 12.3 to read: "In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- c. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - f. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns."
- A.6 Provision 14, Insurance
- 14.3 To modify the Form P-37, General Provisions, Section 14, Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."
- A.12 The following Provisions are added and made part of the P-37 to read:
- 25. FORCE MAJEURE**
- 25.1 "Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather."
- 25.2 "Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract."
- 26. EXHIBITS/ATTACHMENTS**
- 26.1 "The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract."
- 27. NON-EXCLUSIVE CONTRACT**
- 27.1 "The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT A - SPECIAL PROVISIONS

make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware."

28. GOVERNMENT APPROVALS

28.1 "Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract."

29. ORDER OF PRECEDENCE

29.1 In the event of conflict or ambiguity among any of the text within this agreement, the NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, such written clarification shall govern in case of conflict with the applicable requirements stated in the Contractor's Proposal following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Corrections Contract Agreement DOC CONTRACT 2202-023
- b. GTL-NHDOC ITS, Tablet, Education, Intelligence, and Payment Services Proposal
- c. Additional Contractor Provided Documents (see Exhibit G)
- d. Contractor Quote, (see Exhibit G)

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

EXHIBIT B - STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

I. STATEMENT OF WORK

The Contractor shall provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein, including telephones, switching equipment, administrative PCs, hardware, software, telephone facilities for local, intra-LATA and inter-LATA service, maintenance, and end user support. Resident telephone services shall include Department of Corrections' facilities and State Prisons.

1.0 Resident Telephone and Pay Telephone Services

Items under 1.1 are common to both services while items under 1.2 are specific to Resident Telephone services. The Contractor must include any equipment required for the services to perform as specified within.

1.1 Common Requirements

1.1.1 Scope

The Contractor shall provide complete "turnkey" services, requiring no items ordered or provided by the State. The Contractor shall obtain all Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet Contract requirements. 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 Primary Inter-Exchange Carrier (PIC) changes shall be invoiced to and paid directly by the Contractor. The State shall not be responsible for any additional costs related to services. The State shall not provide labor, equipment, or facilities to implement and maintain services. The total quantity of services shall vary. No guarantee of service quantity is given or implied.

1.1.2 Installation Guidelines and Schedules

The Contractor shall provide and install any new proposed equipment on sites with limited space provisions.

1.1.3 Ownership of Equipment

Except as otherwise noted below, 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 ninety (90) calendar days beyond the contract termination date. The selected provider for any replacement subsequent contract, and not the Contractor, shall bear all costs for the installation of new services, or the transfer of existing services. The State shall bear no costs for the installation of new services, or the removal and transfer of existing services.

1.1.4 Interface Cable, Jacks and Administrative/Investigative PCs

Page 14 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

All cable, wire, patch panels, jacks, interface blocks, wire management facilities, racks, wireless access points and Administrative/Investigative PCs shall remain as property of the State at the termination of the Contract.

1.1.5 Subcontractor Equipment

The Contractor must provide documentation on equipment ownership if equipment is owned by a subcontractor and the terms of the use of such equipment.

1.1.6 Removal of Equipment

The State shall bear no costs for the removal and transfer of services from incumbent contractor to the new Contractor. Contractor shall not be reimbursed for the removal or relocation of any Contractor, or subcontractor, owned equipment throughout the duration of this Contract, including the removal of equipment at time of termination. Contractor shall make arrangements for removal of existing systems at each facility, with smooth cutover to new services without interruption of service. The Contractor must coordinate all circuit orders with the LEC and IEC. Timelines shall be coordinated with the person(s) designated by the State. The selected provider for any replacement subsequent contract, and not the Contractor, shall bear all costs for the installation of new services, or the transfer of existing services.

1.1.7 Equipment Installation

All wiring and connections to the Contractor equipment shall be made using Contractor supplied cable and facilities. The Contractor shall provide all materials required to install receptacles and wiring. Existing cable, owned by the State and previously installed for resident phones, with idle pairs may be used where available, but installation shall not interrupt or place in jeopardy any existing services or equipment. All equipment installed by the Contractor must be new equipment.

The Contractor shall provide a complete inventory report to the State within sixty (60) days of Contract award and annually on each April 1st thereafter, which includes all equipment and telephones used, inclusive of make, model, definition (resident phone, switch, etc.), its enclosure and location. Inventory reports shall be submitted electronically in a format compatible with MS Excel software and suitable to the State. Inventory report shall be updated on a yearly basis for the term of the Contract, including any extensions, or at any other time if requested by the State.

1.1.8 ADA/IBC Codes

The Contractor shall abide by the most current version of the Americans with Disabilities Act (ADA) and International Building Code (IBC) codes in all respects, inclusive of the mounting height requirements, signage, lighting, and Telecommunications Device for the Deaf equipment requirements. The State shall not be held responsible for supplying or maintaining any mountings or devices.

1.1.9 Operational and Maintenance Support

The Contractor shall provide support for all services. The State shall not provide personnel for system installation, maintenance, or operation. In the event that a replacement subsequent contract is not awarded to the same Contractor, the Contractor shall work with the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

incumbent service provider to convert all existing data to required format and loading into the replacement system. The Contractor shall accept data from the current provider in any format provided. The Contractor shall load the information into replacement systems. Complete operational testing, including any and all hardware and software, shall be performed prior to cut over.

1.1.10 Telephone Support

The Contractor shall provide toll free dial up telephone number(s) for twenty-four (24) hours per day, three hundred sixty-five (365) days per year support of all services, for any repair, billing, end user questions and State employee question assistance.

1.1.11 Cooperation with Carriers

The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in supplying any required routing and/or translation changes. The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in transferring services and equipment required providing uninterrupted service. The Contractor shall order, coordinate, and schedule all associated carriers for the installation of telephone facilities and services.

1.1.12 Service Availability

Service shall be available twenty-four (24) hours per day, seven (7) days per week. Services shall encompass all facilities and equipment necessary to implement required operations including local, inter-LATA and intra-LATA transport.

1.1.13 System Failures

The Contractor shall accept trouble reports from State contacts and telephone service users regarding the improper operation of telephones, failure of call completion or feature operations.

1.1.14 Call Completion Failures

The Contractor shall accept complaints from called parties regarding failure of call completion for any and all reasons. This shall be inclusive of complaints due to lack of payment, location of called party service, Local Exchange Carrier (LEC) or Long-Distance Carrier (LDC).

1.1.15 Inter-LATA Carrier Selection

Inter-LATA services shall be completely transparent to the caller, not requiring human interface to complete calls.

1.1.16 Call Quality

The Contractor shall ensure a high quality of calling services, correcting noisy call problems and minimizing deficient call completion issues.

1.1.17 Test Calls

The 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

within a selected North American NXX/NPA, and analog measurements taken regarding tone level and line noise. Analog tone level at the handset shall be within 0 to -8.5 dbm. All other readings shall be considered substandard.

1.1.18 Credit for Faulty Call Transmission

Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and is billed for faulty service. Credit shall also be issued when a call is terminated within thirty (30) seconds of call initiation due to substandard transmission quality, and a second attempt is made. The user has the right to request a refund when providing the proper information such as the number dialed, time called, and date called. The Contractor must work directly with the complainant. The Contractor shall be responsible to verify the sequential call attempts. The Contractor shall be responsible to provide evidence that the call services fall within the call quality and operating parameters as noted in items 1.1.15 through 1.1.17.

1.1.19 State Notification of Faulty Transmission

The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality within twenty-four (24) hours of discovery. The Contractor shall maintain support for its services following an emergency that affects the facilities and systems it maintains or maintained by NHDOC. Contractor shall provide access to and use of a backup system with same functionality and data as its operational system within the same time frame of twenty-four (24) hours.

1.1.20 Call Completion

The Contractor shall be responsible to ensure proper call completion and provide the State with accurate, real time traffic statistics, maintenance and operational reports upon request (i.e. "On Demand", daily, weekly, monthly, etc.).

1.1.21 Connect Time

The Contractor shall limit call connect time access (time period from the end of dialing to ringing at destination line, exclusive of messages and call acceptance processes) to four (4) seconds or less.

1.1.22 Connectivity

The Contractor shall accept and complete all calls to all locations. Rejection of calls based upon local carrier, service reseller, called party's registered long-distance carrier, or Contractor long distance carrier is prohibited. Rejection due to failure of called party to complete payment for calls as in the case of prepaid calling or debit services is at the discretion of the Contractor.

1.1.23 Commission and Usage Management Reports

Service cost and usage reports shall be provided by e-mail or directly downloadable from Contractor's website. Report files shall be compatible with Excel programs. (Inclusive of comma delineated, csv, pipe delineated or similar file formats).

Resident telephone reports shall;

- Identify revenue by call originating telephone number and location;

Page 17 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Identify call quantity, minutes and cost itemized by call originating telephone;
- Identify call quantity, minutes and cost itemized by collect dial, prepaid collect and debit calling;
- Identify call quantity and cost itemized by local, intra-LATA and inter-LATA calls.
- Provide a report of commonly called telephone numbers contacted by multiple residents.
- Provide enhanced reports of potential misuses of telephone services by residents.

Resident reports shall be provided through an automated process to the NH Department of Corrections (NHDOC) daily along with monthly reports to P.O. Box 1806 Concord NH, 03302-1806.

Printed reports shall accompany any mailed commission payment.

1.1.24 Reporting Requirements

Reports shall be due on the 10th of each month following the service month in addition to the daily reports received by the NH Department of Corrections.

1.1.25 Dedicated Financial Representative

The Contractor shall assign a dedicated financial representative to the State account that shall cooperate with the State to resolve income, call detail, equipment programming and data discrepancies. Financial Representative (or knowledge-equivalent substitute) shall be available on each State business day during State business hours of 8:00 a.m. to 4:30 p.m., Eastern Standard Time.

1.1.26 Corrective Data

The Contractor shall provide any corrective data requested by the State within five (5) working days. This is inclusive of balances and credits owed to the State.

1.1.27 Installation Report

Within ninety (90) days of Contract commencement, Contractor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service. The following additional items shall be provided:

- Certification of completion indicating that all services and products are operational, complete, and fully tested per contract requirements.
- Front view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
- Side view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
- Side view (Complete manufacturer diagram or printed digital picture) of cabinet or device and each item of equipment installed.
- Cable layout including all blocks (66, 110 or other) and interfaces.

Page 18 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Network Hub Layout
- Main Distribution Frame Termination Detail
- Block layout identifiers

1.1.28 Repair and Monitoring Practices

All equipment provided shall be the responsibility of the Contractor. Contractor shall provide and maintain all equipment at locations specified within this document. It is the responsibility of the Contractor to furnish all items required to ensure operation, including racks, cable, power distribution, telephones, and electronic switching. The Contractor shall provide spares, trained personnel, and software to support the equipment at the Contractor's expense throughout the duration of the Contract.

1.1.29 Repair Reports

The Contractor shall provide monthly trouble reports summarizing repair activities for the previous month's reports. The Contractor shall meet with the State either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. Type of meeting shall depend upon problem severity and shall be decided by the State.

1.1.30 Unauthorized Activities

The Contractor shall provide immediate notification to the State upon receipt of evidence of fraud, vandalism, wiretap, or any other access to, or use of, services or products other than those authorized by the State.

1.1.31 Audits

The State shall have the right to conduct an audit of any Contractor and its subcontractor(s) for the specific purpose of determining the accuracy of call costing and payments to the State.

1.1.32 Contacts

The Contractor, within five (5) business days after Contract approval, shall notify the NH Department of Corrections, 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;
- State payments and accounting records;
- Terms and conditions.

The Contractor shall provide written notice to the NHDOC as soon as identified of any changes of contact personnel and/or telephone numbers for the duration of the Contract.

1.1.33 Telephone Count

The Contractor shall not decrease telephone count unless directed to do so by the State. Contractor may use a tablet solution within certain areas of NHDOC facilities for calls but must provide a solution that allows the same access for all residents as the current phone solution.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

1.1.34 Confidential Information

The Contractor shall agree that all discussions or information gained during communications shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

1.2 Equipment Requirements

NHDOC provides residents with communication to family and community ties. Utilizing the latest software and technology, the expectation is to help reduce the undue burden on friends and family travelling across the state or state-lines to visit, reduce the introduction of contraband, and allow more opportunity for pro-social visiting. All services shall be "turnkey" (all hardware and software) requiring no preparation by the State. The Contractor shall obtain and transfer all resident data records into the systems. The number of telephones and telephone access for resident telephones shall be limited as deemed necessary by Department of Corrections administration.

Contractor shall provide telephone equipment and services at all operational housing units. Additional locations can be added upon mutual agreement of the Contractor and the State.

Current locations and quantities are included in the below table:

Table B-1. NH Department of Corrections Correctional Facilities		
Facility Name	Facility Location	Quantity
Northern NH Correctional Facility (NCF)	138 East Milan Road, NH	62
NH State Prison for Men (NHSP-M) Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street, Concord, NH	76
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord, NH	14
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road, Concord, NH	6
Calumet, Transitional Housing Unit (THU)	126 Lowell Street, Manchester, NH	6
Concord Transitional Work Center (TWC)	275 North State Street, Concord, NH	4
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road, Concord, NH	4

1.2.1 Administrative / Investigative PCs

If the Contractor does not provide a web-based service to access functionality Administrative/Investigative PC's must be provided. All Administrative / Investigative PCs shall be maintained by the Contractor throughout the term of the Contract but be turned over to the State at the termination of the Contract. The State shall receive such, including all software and peripherals, as considered inclusive in the system. The State shall not be held responsible for any damage to equipment. All call records, call recordings, video recordings

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

and related records shall be State property and remain with the State at the termination of the Contract.

1.2.2 Compact Design

The Resident Call Processor (RCP) shall be of compact design requiring a minimum of wall and floor space.

Contractor shall provide services through a centralized system, with minimal required hardware on-site. The systems core control, switching, and recording servers are located offsite within the Contractor's data center.

The on-site RCP platform hardware shall be housed within an on-site equipment cabinet:

- Platform Hardware: 14" Height x 17.5" Width x 16.5" Depth

1.2.3 Power (Applies to all on site equipment)

Each RCP unit shall be powered by no more than a single, unconditioned, 115-volt, 60 Hz power source drawing no more than twenty (20) amps. RCP 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 resident phone operation continues in the presence of such common disturbances. No auxiliary power cards, external power supplies, or AC/DC converters shall be required at the actual resident phone stations. Power backup (UPS or battery with line conditioning) for up to fifteen (15) minutes in the event of power failure shall be provided. Outlet may be shared with existing Contractor's equipment.

1.2.4 Telephones

Each telephone station shall be self-contained, utilizing telephone cabling for all connectivity. Switching and switching equipment may be virtual but the phones must be deployed as actual hardware. Cable shall be protected by encasement in metal conduit. Installations may use existing conduit utilized by the present contractor when available.

1.2.4.1 Armored

Contractor stations shall be armored, coinless phones designed for use in correctional facilities. Telephone stations shall include stain resistant metal casing, metal armored handset cord, armored handset, moisture resistant keypad, and concealed fittings to prevent resident tampering. Intelligence shall reside within the RCP.

1.2.4.2 Handset

Telephone handset shall be protected from puncture by metal grids placed directly over each transmitter and receiver.

1.2.5 Postings

Basic telephone operation instructions shall be posted within twelve inches (12") of each phone. Posting shall be in English, Spanish, and French. Contractor shall support prompts in up to ten (10) languages and shall consult with NHDOC's designee prior to adding new languages, which are at no additional cost and shall be loaded within thirty (30) days of request.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

1.2.6 System Functional Requirements

1.2.6.1 Automated Operations

The RCP shall provide fully automated collect calling without the ability to access a live operator. All calling services shall be completely automated, not allowing human interface with operators or call attendants. The Contractor shall assure that no operator assistance services (0+ dialing) may be accessed. The Contractor shall assure that directory assistance services are not accessible.

1.2.6.2 Voice Prompts

The RCP shall offer clear and concise voice prompts in English, Spanish and French. English shall be the default prompt. Residents shall be able to select the desired language via prompts. Voice prompts shall 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.

1.2.6.3 Fraud Control

The RCP shall include the following fraud control features:

1.2.6.3.1 Two factor Authentication

The system shall handle two (2) factor authentication using biometrics and a PIN. System shall require successful entry of a valid personal identification number (PIN) to provide positive identification of the resident seeking access to the system, prior to call dialing. Prompts to verify PIN inputs shall require dual-tone multi-frequency signaling (DTMF) verification within fifteen (15) seconds of request. Callers shall be allowed only two (2) chances to enter a correct PIN before being disconnected. PIN numbers shall be variable in length, set per NHDOC requirements. Current consideration is to utilize resident NHDOC numbers as the identifying PIN. Maximum length shall be twenty (20) digits.

1.2.6.3.2 Switch-hook Detection

The system shall constantly monitor the resident phone for attempts to manipulate the switch-hook to bypass system controls. Any such attempt shall result in call disconnection. At no time shall a resident successfully reach an outside dial tone or operator assistance. Call detail reports shall reflect a reason for all disconnects. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connections.

1.2.6.3.3 Third Party Conference Call Detection

Third party conference call detection limiting the possibility of call conferencing and call forwarding is required. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connections.

1.2.6.3.4 Voice Overlay Recording

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

System shall provide voice overlay recording alerting called party that they are speaking to a resident from a correctional facility. Overlay recording shall be provided at initial contact with called party. Volume shall be remotely adjustable by the State or Contractor system administrators to ensure that volume is consistent with telephone receiver volume.

1.2.6.3.5 Incoming Call Block

The RCP shall not respond to incoming ringing on any LEC facilities used for resident collect calls. No signaling or ringing shall be allowed on the resident phones.

1.2.6.3.6 Sound Path Blocking

The RCP shall block the audio path to the resident phone during call placement, and during the time when the RCP is requesting acceptance of the collect call charges. During audio blocking, the resident shall be given call progress tones to indicate that the call is being connected, until such time as positive acceptance or rejection is detected.

1.2.6.3.7 Call Blocking

The RCP shall provide call blocking upon dialing, based upon an administratively defined set of telephone numbers. Blocking shall be defined by the numbering plan areas (NPA), individual digits or exchanges as selected by the system administrator (i.e. 800 numbers, 900 numbers, etc.). At a minimum, call blocking shall be provided for up to 100,000 specified telephone numbers. This feature shall be remotely programmable.

Calls shall be restricted to collect calls only and NHDOC approved reporting numbers which shall be provided by NHDOC. Residents shall be prohibited from dialing: 900, 911, 411, 555-1212, 0-, 00-, 700, 976, 900, 888, 800, 10XXX, 950, in order to ensure that there is no possibility of resident 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.

Calling card services shall not be allowed.

1.2.6.4 Call Duration

Call duration shall be controlled per a defined length of call. Both called and calling parties shall receive a voice message indicating maximum call duration has been met and that the call shall terminate. Time duration shall be programmable by Department of Corrections' personnel in one-minute increments from three (3) to sixty (60) minutes. Maximum call length shall be determined by the NHDOC. The current maximum call duration is sixty (60) minutes.

1.2.6.5 Call Acceptance

The RCP shall 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 RCP shall be able to distinguish such signal from line noise such as pops or clicks, such as may be created by answering machines.

1.2.6.6 Called Party Block

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

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 a resident facility and the calling resident 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.

1.2.6.7 Investigation Call

The system shall not charge for calls from resident telephone to an anonymous call number for investigative purposes. This call shall not require the use of voice identification or PIN but shall be recorded. Approved numbers to accept anonymous calling shall be provided by NHDOC.

1.2.6.8 On-Hook Verification

The system shall require that the resident 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.

1.2.6.9 Station Disconnect

The system shall be provided with two (2) methods to quickly shut down all telephones during an emergency. The facilities shall be equipped with manual hand-operated cutoff switches and software controlled disconnect. The manual switches shall override any electronic or preprogrammed on-off parameters. Switches shall be installed in a controlled area (Presumably the Control Room if not currently installed and available.). An officer from the NHDOC facility shall be enabled to shut off individual phones, all phones in a POD or all phones at the facility with mechanical switch(es). Software controlled switching shall be accessible from Administrative/Investigative PCs.

1.2.6.10 Pulse Dial/DTMF Call Acceptance

The system shall offer both rotary and touch tone call acceptance. Voice recognition alone is not an acceptable alternative but may be used in conjunction with the Contractor services.

1.2.6.11 Call Sequence

This section defines the sequence of events for a resident call.

- Caller lifts handset.
- Caller receives a repeated message to choose between English, Spanish or French, each in the appropriate language.
- Caller receives repeated message to enter a Personal Identification Number (PIN).
- Caller enters PIN number.
- 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 the caller to re-dial the number.
- Caller receives message to state his/her name.
- Caller states his/her name.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone shall be disconnected.
- Resident dials number.
- Receiving party telephone rings.
- Receiving party answers call.
- Receiving party hears a message in English, Spanish and French indicating that this is a call from a correctional institution located in Berlin, New Hampshire (or other proper prison location) and, plays the voice recorded name of the resident, and provides information on how to accept or reject the caller. The calling party is not cut through until the call is accepted. The caller only hears a repeated message that his/her call is being processed. The system shall allow the called party to interrupt the receiving party message at any time once the instruction is recognized by accepting or rejecting the call. Rejected calls shall not be billed by the Contractor.
- Resident receives message that his/her call is either connected and hears the called party or that his/her call is rejected, in which case the call is immediately terminated. Both parties hear a message that the conversation is subject to monitoring and being recorded. All messages up to this point shall be repeated twice prior to hang-up.
- In the first six (6) seconds of the call the resident hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution.

1.2.6.12 Call Detail Reporting and Storage

The RCP shall provide onsite storage of call detail information and/or provide remote real-time monitoring capabilities. Other requirements include the following paragraphs.

1.2.6.13 Call Transcription Services

All calls shall be processed by an automatic transcription service to include the following features:

- Custom dictionary to allow investigators to tailor-fit to operational needs.
- Allows users to set alerts for keywords or phrases associated with high-risk events.
- Ability to search for and through transcriptions to locate words, phrases, or participants in conversations.
- Scoring and reports which allow investigators to track trends and isolate important conversations.

1.2.6.14 Capacity Requirements

- Active storage capacity of up to six (6) months of call records on hard disk or equivalent media. This is inclusive of call detail records and actual voice recordings.
- Ability to transfer call records to any Administrative/Investigative PCs as provided by the Contractor.
- Connection to the State computer network is not desired nor a requirement.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Contractor shall provide computer, hard drive, software, and interface to Contractor network to ensure 24-hour operation enabling simultaneous access from any Administrative/Investigative PC.
- Back-ups shall be performed weekly.
- All records older than six (6) months shall be routinely backed-up to tape, CD, or other permanent record media.

1.2.6.15 Call Backup

Calls shall be backed up hourly with indefinite retention of call details and voice track in the event of power failure.

1.2.7 P-02 Grade of Service

The system shall maintain an operating performance appearance to the user of a P-02 grade of service or better, reflecting telephone calling availability for 98 out of 100 call attempts from any single telephone, regardless of the number of telephones, contractor facilities, applications or users. The intent of this requirement is not to define the Contractor's physical facility or mode of operation, rather the end user call performance. If the Contractor fails to meet this requirement, upgrades to facilities shall occur until acceptable operation is noted.

1.2.8 Automatic Trunk Disable

The Contractor shall utilize automatic trunk and channel disable for failed trunks and transmission channels. A failed trunk shall not inhibit the use of any telephone.

1.2.9 Out-Dialing

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 (3) digit NPA, three-digit NXX, and four remaining digits of the number) normally dialed for North American calling. Use of dial-around carrier selection shall be restricted.

1.2.10 Administrative / Investigative PC Specifications

If the Contractor does not provide web-based access to administrative/investigative functionality, the Contractor shall provide a minimum of twenty (20) administrative / investigative PCs for State employee use. Six (6) shall be located at the NHSP-M at 281 North State Street in Concord, one (1) at the NHCP-W located on 42 Perimeter Road in Concord, two (2) at the office of State Police located on 33 Hazen Drive, Concord and four (4) at the NCF, Berlin, NH. The NHDOC shall work with the Contractor to add new sites during the term of the Contract if applicable.

1.2.10.1 Hardware Requirements for Administrative/Investigative PC's

All locations shall be networked to allow monitoring and restoration of records from any Administrative/Investigative PC. The primary use of these PCs shall be for State investigator staff. All PC workstations shall follow the Department of Information Technology (DoIT) standards available at the time of purchase and be furnished with additional peripherals as appropriate to the work being conducted on such machines.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

PCs shall include all additional hardware or software required to network all PCs, read current resident telephone call record detail files, and meet all functional requirements of the Contract. The Contractor shall maintain and repair any failed hardware or software throughout the duration of the Contract.

1.2.10.2 Networked Service for Administrative/Investigative PC's

If the Contractor does not provide web-based access, Administrative / Investigative PCs shall be networked with services provided by the Contractor at all State prison locations, allowing access to data at any location from any terminal. All costs for related services shall be paid by the Contractor. (This requirement does not require network connectivity to the Department of Corrections WAN.)

1.2.10.3 Functional Requirements

Contractor equipment shall allow the following feature operations with programming and monitoring features available through any Contractor provided Administrative/Investigative PC at any State location or through a web-based service:

- a. Access to any call record and voice call recording of resident telephone services at any location;
- b. Access to call record database files on a call-by-call basis;
- c. Access to call record database files on a per resident basis (PIN number look-up);
- d. Access to all resident data including name, allowed numbers and disallowed numbers;
- e. Real time system monitoring of voice conversations and call records. Call records may be available only after the completion of calls.
- f. Ability to record calls conversations in an audio format that can be played on common commercial music players.
- g. Secure access through multiple passwords with a lock-out feature restricting access;
- h. Management of resident PIN codes and allowed called numbers; residents shall have a set selection of called numbers as allowed by the NHDOC and system programming;
- i. Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone;
- j. Viewing and printing of call detail records;
- k. Real time update of call block and acceptance lists;
- l. Real time ability to disable and enable phone operation on an all phone or per phone basis;
- m. 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;
- n. Data entry and retrieval of records in ASCII and MS Excel compatible file formats;
- o. Silent monitoring and recording of each call, with a time and date stamp at the point of recording. Recording shall begin with the detection of an off-hook condition by the called party;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- p. Recorded calls must be easily retrievable and achievable on audio compact disks; drop box for use of flash drive;
- q. Monitoring provided on a per call, dialed number, all trunk, scanned trunk or on-demand basis; monitoring may be done on either live or previously recorded calls;
- r. Investigator notification via out-dial pager number or telephone number for watched call dialing (resident dialing of defined telephone number or dialing by resident per PIN); and
- s. Continuous recording of all telephone calls. The Contractor shall provide a sufficient number of CDs, DVDs or USB Flash drives to allow recording of voice calls over a period of thirty (30) days at each Administrative/Investigative PC site location. Media shall become the property of the NHDOC once recorded. Calls may be provided to outside law enforcement agencies via media or internet.

1.2.10.4 Administrative/Investigational PC Training

Online or Onsite training shall be provided for up to fifteen (15) Administrators/Investigators using the PCs. The following requirements must be met: Online or Onsite. Training shall take place at each facility with Administrative/Investigational PCs. Training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place one (1) week prior to system turn-up, the day of turn-up and fourteen (14) days thereafter to ensure a thorough understanding of the equipment by prison employees. Training shall take place during each of three (3) daily shifts as defined by the NHDOC. Each administrator shall be provided complete sets of training material including manuals and other materials. Items covered shall at a minimum, each of the following items:

- Administrative Terminal Operations;
- Reporting Options and Queries;
- Resident call process;
- Communicating PIN assignment/change requests to administrators;
- Trouble reporting procedure; and
- Emergencies Operations— phone shutdown, reporting, services.

1.2.11 On-Site Personnel

The Contractor shall provide an employee located at the NHSP-M campus in Concord and the NCF in Berlin (or alternate designated State location) to provide operational and maintenance support for the resident telephone systems at all facilities. Employees shall be present forty (40) hours per week from 8:00 am to 4:30 pm. Operational support shall include, but not be limited to, data entry for the establishment of new resident accounts, programming of calling privileges and call restrictions, collecting and inputting voice samples of the residents for identification and tracking purposes, entering, and adjusting resident personal identification numbers (PIN) and training Corrections staff in the use of the Administrative / Investigative terminals (PCs) or the web-based access functionality. Personnel shall be immediately accessible by e-mail, fax, and telephone.

1.2.12 Department of Corrections Personnel Training

The Contractor shall provide refresher training of system functional operations for groups of up to ten (10) correctional staff immediately before and after system upgrade.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Classes shall be a minimum of two (2) hours each and be provided for each of the three (3) employee work shifts. A minimum of two (2) classes shall be held for each shift at the discretion of the Department of Corrections administration. Topics to be covered shall include:

- Resident call process;
- Communicating PIN assignments and change requests;
- Trouble reporting procedures;
- Complaint procedures; and
- Emergency operations including telephone shutdown, reporting and service issues.

The Contractor shall provide a plan and set of instructional materials to train residents on the use of the services. Additional training shall be available on an as needed basis to allow training of additional State staff at any time during the Contract.

1.2.13 Resident Training and Complaints

The Contractor shall provide instructional materials, training plan and support for new residents on the use of services. The Contractor shall accept and address complaints from residents who have attempted to use services and telephones and failed to be able complete calls due to any issue. The Contractor shall utilize complaint forms (hardcopy and/or through kiosk/tablet).

1.2.14 Acceptance Testing

Acceptance testing shall be performed by the Contractor in the presence of a NHDOC personnel and/or their designated representative(s). Any failed service or service feature shall be corrected within the timeframes stipulated in paragraph 1.1.28 Repair and Monitoring Practices. In all cases, equipment shall be complete and fully functional on the date indicated in the Implementation Schedule of Events as referenced in Section 2.2.15.

1.2.15 On-Site Inspections

The Contractor shall conduct site visits once (1) per week to perform system inspections and make all repairs as necessary to maintain equipment to Contract specifications. Responses to trouble calls may constitute a site visit for the week, providing all equipment on the site is inspected and additional repairs are made, as necessary.

1.2.16 Invoicing

The Contractor shall directly invoice service users based upon the called party number. All costs listed in Exhibit B shall be maintained. The State shall not be responsible to pay for, or maintain any service, including maintenance and support. In all cases, the Contractor shall be the primary contact for all service issues.

1.2.17 Prepaid Calling and Debit Services

- The Contractor shall offer discounted call services through a prepaid call and/or debit calling service.
- The Contractor shall establish and maintain all such accounts as requested by customers at the Contractor's expense.
- The Contractor shall be responsible for all communications with customers.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- The Contractor shall allow called parties to pre-pay for calls received by them from residents or assigned to resident accounts for calls to selected parties.
- The Contractor shall be responsible to contact any such customers regarding service operation and terms.
- In all cases, no additional surcharge, one time purchase charge, account set-up fee or other related fees shall be charged for this service. Only usage and call origination fees are applicable.
- Prepaid services shall be available in denominations as determined by the NHDOC.
- The Contractor shall not add any additional charge for minimum balance accounts.
- Users shall not be charged to set-up or maintain accounts.
- All accounts shall be created within the next business day of the receipt of payment from the customer.
- Automated system balances shall be provided by the Contractor to allow customers to determine remaining account balances. Service shall be available twenty-four (24) hours per day, seven (7) days per week.
- Accounts shall be terminated immediately when requested by a customer, with remaining balances forwarded to customers within thirty (30) calendar days of customer request.
- Prepaid and debit calling services shall be only allowed at the discretion of the State. Contractor has obtained consent for, and shall be allowed to implement, prepaid and debit calling services, as further described herein.
- All prepaid calling and debit service calls shall be included in call reports provided to the State.
- In all cases, the Contractor shall be the primary contact for all service issues.

1.2.18 Security Software/Features

Contractor service shall incorporate the following services.

1.2.18.1 Biometric Resident Identification

System shall identify resident telephone user by means of a voice print. Obtaining voice print reference recording and maintaining database shall be the responsibility of the Contractor. Voice print shall be used to identify caller. Residents shall be identified when initiating calls both by a PIN number and by their voice print.

1.2.18.2 Call Record Mining

A complete feature set of investigative tools allowing review and search of call activities based on a number of criteria including spoken words, dates, times of call, call location and other criteria shall be provided.

1.2.19 Lost, Stolen, Damaged or Traded Property

The Contractor shall support the Department's existing PPD 386 Issuance and Control of Resident Property (copies of this policy can be requested at any time from DOC staff) as it pertains to complaints associated with tablets or devices purchased through the Contractor. If the product purchased by the resident from the Contractor is malfunctioning due to a

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

demonstration of the product being sold by the Contractor as already malfunctioned, the Contractor shall either refund the monies associated with the expenditure to the resident or replace the product with an equal or better valued product at the discretion of the Contractor as long as it is compatible with the services outlined in this Contract.

1.2.20 Visitor Intercom Phones

This functionality is requested for Non-Contact spaces identified where an resident is visually able to see their visitor but is not able to have contact due to the constraints of the physical space provided (e.g. plexi-glass, separate spaces for resident and visitor). The Visitor Intercom Phone or alternative video visitation model shall need to allow the resident and visitor to have verbal contact while visual contact is available in the space and physical contact is constricted.

The Contractor shall need to meet all telephone support, system failure and complaint triage as outlined in the resident pay phone section of this Contract. All other telephone characteristics of resident phones including call recordings and data search capabilities shall be included with the visitor intercom services. There shall be no charges for the installation or use of visitor intercom phones.

Contractor shall provide seventeen (17) complete pairs (two (2) phones per pair) of visitor intercom phones for the NHSP-M located in Concord and shall meet the same specifications as those defined in paragraphs 1.2.4 Telephones, and related paragraphs. Exception shall be the length of the telephone cord, allowing enough length to allow users at a sit-down visitation to easily use the phones.

Three (3) sets of intercom phones shall be provided in the Special Housing Unit and four (4) sets of intercom phones shall be provided in the Visitor's Area of the NHSP-M facility, and four (4) in the SPU in Concord. Six (6) sets of intercom phones shall be provided in the NCF located in Berlin in the Visitor's Area. The NHDCC reserves the right to request sets for additional sites at no additional cost to the State.

Software maintenance consists of versions, upgrades, patches, fixes, and telephone support.

2.0 Resident/Public KIOSK/Tablet Solution

2.1 General Requirements:

Contractor shall provide one (1) kiosk for public locations in each of the following locations marked with an "X":

Remainder of this page intentionally left blank

Page 31 of 95

Contractor Initials: KJ

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Table B-2.			
Northern Area - NHDOC Northern NH Correctional Facility Location			
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Area - NHDOC NH Correctional Facility Locations			
X	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/ Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
X	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
X	Cahmet, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104
X	Concord Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
X	North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road	Concord, NH 03301
Field Services - NHDOC District Office (DO) Locations			
X	Berlin District Office	138 East Milan Road	Berlin, NH 03570
X	Claremont District Office	17 Water Street	Claremont, NH 03743
X	Concord District Office	314 North State Street	Concord, NH 03301
X	Dover District Office	259 County Farm Rd. Unit 104	Dover, NH 03820
X	Keene District Office	28 Mechanic Street	Keene, NH 03431
X	Laconia District Office	64 Court Street	Laconia, NH 03246
X	Manchester District Office	60 Rogers Street	Manchester, NH 03104
X	Nashua District Office	3 Pine St Ext.	Nashua, NH 03060
X	Wolfboro District Office	10 Center St.	Wolfboro Falls, NH 03896
X	Exeter District Office	8A Continental Dr.	Exeter, NH 03835
X	North Haverhill District Office	3785 Dartmouth College Hwy	North Haverhill, NH 03774

2.1.1 Contractor shall provide a wireless kiosk or shared tablet solution to ensure all eligible residents have access when permitted by the NHDOC. Residents will continue to maintain ownership of any device purchased under previous contract. Any funding or remaining subscription time on resident accounts will be transferred or refunded as part of any transition to upgraded or new systems.

2.1.2 Contractor shall provide stations to facilitate video visitation from tablets in housing units. Quantity and location of stations shall be mutually agreed upon during project implementation. Quantity must be sufficient to conduct several concurrent video visits on each unit where appropriate based on security and custody level.

2.2 OTHER REQUIREMENTS:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- 2.2.1 Contractor shall meet applicable items outlined in Section 1, Item 1 Resident and Pay Telephones that pertain to equipment, training, response times, complaint handling, implementation, etc.
- 2.2.2 All tablets shall have two-factor authentication of the user.
- 2.2.3 NHDOC shall provide a daily file with the required demographic information needed to allow residents to access the solutions and to restrict functionality to specific modules.
- 2.2.4 Contractor shall provide a training plan for residents/patients and authorized NHDOC staff on tablet and kiosk usage.
- 2.2.5 Contractor shall provide a detailed installation plan including location accessibility based on the bed counts by facility for the NHDOC. The plan shall outline estimated times to complete the various tasks by residents.
- 2.2.6 Contractor shall maintain contractual rights for the life of the Contract to distribute digital media from major music labels or other entertainment media and venues.
- 2.2.7 Contractor shall maintain for the life of the Contract insurance coverage to protect against claims and charges of copyright infringement.
- 2.2.8 Contractor shall provide security plan prior to installation or configuration of any equipment.
- 2.2.9 Contractor shall provide all equipment necessary to implement solution. The Contractor shall not be permitted to use existing NHDOC Internet infrastructure to deploy their product.
- 2.2.10 Contractor shall not have direct access to the Offender Management System (OMS). Each area shall require interfaces comprised of files that are transferred back and forth between the agency and the Contractor. Each module shall utilize the basic demographics file with specific file requirements being defined for each module as it is implemented.
- 2.2.11 The NHDOC reserves the right to phase in requested services as the infrastructure, both software and hardware, are established for successful implementation.
- 2.2.12 The NHDOC and the Contractor shall work collaboratively on an agreed upon implementation of services schedule.
- 2.2.13 TABLETS:
- Shall be constructed with a clear plastic case comprised of no moving parts, lasers or recording devices.
 - Shall be constructed with durable and shatter resistant clear plastic LCD color screen.
 - Shall be able to run on an internal battery or a power supply.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

- Shall have an anti-theft feature that locks out a tablet if it is reported lost or stolen.
- Shall have a minimum of 16 GB of storage.
- Shall have security measures preventing download from any other electronic device or computer or network.

2.2.14 KIOSKS:

- Kiosks shall be designed and constructed for the correctional environment and shall be free of external buttons to enter information and provide shatter resistant visual touch screens.
- Areas inside of the facility within each housing units shall be defined for Contractor use. Those areas that do not have sufficient space for a bank of Kiosks shall require a shared tablet solution.
- Prior to the installation of any hardware that may be necessary for Services, State shall provide Contractor with information regarding the location where the Kiosk shall be located. Power to the Kiosk is the State's sole responsibility. Contractor will be responsible for all on going cash management and repair of Kiosks.

2.2.15 IMPLEMENTATION SCHEDULE OF EVENTS: The Contractor shall provide an implementation plan based on the following requirements and for all locations listed in 2.1.1:

Module Name	Time to Implement
Resident Telephone System	Available Upon Contract Execution
Payment Services - Deposit Kiosks, Web Deposits	Available Upon Contract Execution
Intelligence Services	Available Upon Contract Execution
VisManager, Video Visitation	Available Upon Contract Execution
Command Tablet System Upgrade	Within 120 days of Contract Execution
VisiNow, Video Visitation	Within 150 days of Contract Execution
Education	Available Upon Contract Execution

3.0 Staffing Requirements

3.1 State Personnel

The State shall assign a project manager to work with the Contractor to address all contractual issues.

3.2 Contractor Personnel

Contractor shall assign capable personnel, knowledgeable of the Contractor software, hardware, and Internet access service to facilitate all aspects of this Contract. Account Management and On-site Administrators shall be available during State business day hours of 8:00 a.m. to 4:30 p.m. Eastern Standard Time. All other Contractor support personnel shall

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

be available twenty-four (24) hours per day, seven (7) days per week. Contractor personnel shall abide by all NHDOC policies.

3.3 Account Management

The Contractor shall provide a primary Account Manager to work in conjunction with the NHDOC and any other vendor regarding the installation or delivery of services and equipment. The Account Manager shall be responsible for reviewing all requirements and ensuring that all terms and conditions are enforced. Account Manager shall accept additional service orders, verify billing, adjust billing errors, verify payment, regulate, and deliver required reports. A single point of contact shall be designated, responsible and accountable for all service and contractual matters.

3.4 Technical Support Engineer

Technical Support Engineer shall be responsible for delivering and installing any Contractor supplied hardware and software, connecting to Contractor equipment, loading software and for providing customer support.

3.5 Pre-Installation and Post-Installation Technical Support

The Contractor shall provide Technical Support personnel qualified to support and troubleshoot all Contractor equipment and services. Personnel shall be trained in conducting site visits to ensure proper installation and provisioning. Personnel shall maintain equipment manufacturer and BICSI certifications. Post Installation Support personnel shall be trained in the continued operational support of all services provided by the Contractor.

3.6 Additional Security Review

Any Contractor or sub-contractor personnel subject to security review shall provide to the State, reports indicating any arrests or contact with law enforcement agencies. Notification to the State shall be made prior to any work done under this contract. Such personnel shall also notify the DOC prior to starting any work against this Contract, if they have any relative or acquaintance under prison supervision.

3.7 Security Review

Prior to providing service to the State and entering any State facility, Contractor employees shall obtain security clearance from the State under NHDOC policy and guidelines. No Contractor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision. The following security requirements apply:

- Employee agreements allowing background checks shall be exclusively the responsibility of the Contractor.
- The State may require that a contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Contractor.
- The Contractor shall provide written notice to the NH Department of Corrections of any changes of employees providing service to the State and obtain

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

authorization from the State for acceptance ten (10) business days prior to service provisioning by such employee.

- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this Contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately to meet assigned installation dates.

3.8 Status of Contractor Employees and Subcontractors

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

3.9 Contractor Employee Reassignment

The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the services.

3.10 Picture ID

Contractor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs of acquiring such badges shall be solely borne by the Contractor.

3.11 English as a Major Language

All Contractor and subcontractor personnel interfacing with State employees shall be fluent, and able to effectively communicate in the English language as commonly used in business. Any Contractor and subcontractor employee who cannot be understood by State employees shall be removed from the State account and replaced with personnel who are fluent and able to effectively communicate in the English language, as commonly used in business.

3.12 Department of Corrections Rules of Conduct

Any Contractor and subcontractor employee working at a NH Department of Corrections location shall abide by the Rules of Conduct for Persons Providing Contracted Services as defined by the NHDCC.

13.1 During the performance of services, the Contractor's employees are responsible to the facility administrator, and by virtue of this Contract with the State of New Hampshire agree to abide by all the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

3.13.1 Engaging with Residents

Engaging in any of the following activities with persons under departmental control is strictly prohibited:

- Any contact, including correspondence, other than the performance of services for which the service provider is contracted to provide;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Giving or selling of anything; and
- Accepting or buying anything.

3.13.2 Intoxication

Any person providing services who is found to be under the influence of intoxicants or drugs shall be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3.13.3 Possession of Contraband

Possession, transport, introduction, use, sales, or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his/her designee is prohibited. Any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action. Refer to RSA 622:24 and RSA 622:25 or other statutes.

- a. Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to narcotics, controlled drugs and/or automatic or concealed weapons possessed by those not licensed to have them.
- b. Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal, or target.
- c. Any bullets, cartridges, projectiles, or similar items designed to be projected against a person, animal, or target.
- d. Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e. Any drug item, whether medically prescribed or not, in excess of a one (1) day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f. Any intoxicating beverage.
- g. Any tobacco products.
- h. Sums of money or negotiable instruments in excess of \$100.00.
- i. Lock-picking kits or tools or instruments on picking locks, making keys, or obtaining surreptitious entry or exit.
- j. The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - Knives and knife-like weapons.
 - Clubs and club-like weapons.
 - Maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds, or its vicinity.
 - Pornography or pictures of visitors or prospective visitors undressed.
 - Radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials.
 - Identification documents, licenses, and credentials not in the possession of the person to whom properly issued.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- Ropes, saws, grappling hooks, fishing line, masks, artificial beards, or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes.
- Balloons, condoms, false-bottomed containers, or other containers which could facilitate transfer of contraband.

3.13.4 Emergency Situations

In the event of any emergency situation, i.e., fire, disturbance, et cetera, Contractor employees shall follow the instructions of the escorting staff or report immediately to the closest available staff.

3.13.5 Policy, Rules, and Regulations

All rules, regulations and policies of the Department are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for assistance from a staff member before proceeding any further.

3.13.6 Harassment and Discrimination

Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin, or age are illegal under federal and state laws and shall not be tolerated in the workplace. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and shall be subject to removal for failing to do so.

3.13.7 Searches and Inspections

- a. Any person or property on state prison grounds shall be subject to search to discover contraband. Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the Contractor and/or visitor shall be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule, however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure, and arrest.
- b. All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to ensure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to ensure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c. All persons entering the facilities to visit with residents or staff or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

3.13.8 Confidentiality of Information

The Contractor shall abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information. All agents, acting through the Contractor shall not discuss any confidential or privileged information with family, friends or any persons not professionally involved with persons under the supervision of the NH Department of Corrections. NHDOC staff is fully aware that if they are approached by anyone outside of the NH Department of Corrections' employ who requests information, they are to immediately contact their supervisor and the appropriate NH Department of Corrections' staff. Any violation of the above may result in Contract cancellation and any and all contractual obligations.

3.13.9 Prison Rape Elimination Act (PREA) of 2003

The Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State shall conduct compliance monitoring of PREA standards which may require an outside independent audit.

4.0 Contractor Support/Training:

- a. All Contractor's standard support offerings for end users and technical staff including help desk, application and technical support costs of all trainings shall be absorbed by the Contractor.
- b. Training shall be provided for up to fifty (50) primary end users at a central location and up to ten (10) at NCF and ten (10) at NHCF-W. User training may be interactive web-based, web conference and/or on-site. Each training participant shall receive training materials and up to twenty (20) additional copies of the materials for the regions and central office. Upon completion of training the Respondent shall provide training materials in an electronic format.
- c. Also see Section 1.2:10

5.0 Documentation:

- a. The Contractor shall provide the State with all documentation, including all information, data, descriptive materials, software source code annotations and documentation in accordance with such programming and coding documentation standards applicable to high quality entities that develop, publish, license, maintain and support software generally, all approved specifications, service level descriptions and details, any and all descriptions and specifications of the requirements hereunder or created or developed hereunder, operational, functional and supervisory reference guides, manuals and all other information which is developed, prepared, used or otherwise available from the Contractor, in connection with and applicable to the provision, use, operation and support of the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall be sufficient to enable the State to understand, operate, use, access, support, maintain, update, and modify the Telephone, Accounting System, Video Visitation and Technology Kiosk Solution. Documentation shall also include all standards applicable to the Telephone, Accounting System, Video Visitation and Technology Kiosk Solution.

- b. Reports shall be available for viewing and downloading in PDF format by authorized NHDOC staff through the Contractor's secure internet website. Reports consist of court Order Payment Fund Receipts, Resident Trust Fund Receipts and Debit cards Listing (previous day, release location and monthly recap). Contractor will provide State with online access to certain transaction information. To the extent such information is provided through password protected access, State agrees to keep all user and password information confidential and protect against unauthorized use.

6.0 Intellectual Property/Work Product Ownership:

- a. The State shall retain all right, title and interest in and to all data content provided by the State, and to all information that is created under this Contract, including, but not limited to: all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by a Contractor ("State Information"), and all other rights, tangible or intangible (collectively, "State Intellectual Property"). A Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.
- b. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall be required to immediately upon request, unconditionally and irrevocably assign, transfer, and convey to the State all right, title and interest therein. Without any additional cost to the State, Contractor shall be required to promptly give the State all reasonable assistance and execute all documents the State may reasonably request to assist and enable the State to perfect, preserve, enforce, register, and record its rights in and to all Work Product.
- c. "Work Product" shall mean all interfaces created solely for the State by Contractor, either solely or jointly with others, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

under Title 35 of the U.S. Code. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted a license to any such Contractor Intellectual Property that is incorporated into Work Product.

- d. The Contractor shall not sell or copyright a Work Product produced under this Contract without explicit written permission from the State.
- e. If Contractor is operating a system or application on behalf of the State, then the Contractor shall not make information entered into the system or application available for uses by any other party.

7.0 Open Standards

For all areas involving technology, Contractor shall supply all hardware, software, licensing, and maintenance, consisting of current versions, upgrades, patches, fixes and telephone support for the duration of the Contract at no cost to the State.

8.0 Other Requirements:

- a. The Contractor shall not commence upgrade work until a conference is held with each agency and/or location, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting State Agency.
- b. The Contractor agrees that any damage to buildings, materials, equipment or to other property during the performance of this service shall be repaired at their own expense.
- c. The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State shall withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- d. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security.
- e. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

Page 41 of 95
Contractor Initials: KT
Date: 9/2/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- f. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- g. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- h. The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is always visible at all times.

9.0 Warranty:

The Contractor shall be required to warranty any and all equipment awarded for a period of not less than one (1) year parts and labor. The warranty shall cover one hundred percent (100%) of all parts, shipping, labor, travel, lodging and expenses. The State will not bear any expense whatsoever with respect to any warranty work by Contractor during the warranty period.

10.0 Title:

Title to all hardware provided by Contractor for the purpose of providing the Services shall remain solely that of Contractor, except for the avoidance of doubt, State administrative/investigative PC's and Tablets. Within thirty (30) days of the termination of this Agreement or within thirty (30) days of receiving notice from State of a termination of this agreement, Contractor shall, at its own expense, remove all of its hardware from State premises. The selected provider for any replacement subsequent contract, and not the Contractor, shall bear all costs for the installation of new services, or the transfer of existing services.

11.0 Money Transmitter Laws.

State agrees to the following procedures:

- a. For transaction greater than \$3,000 (\$1,000 in AZ) - Contractor will collect information or have Sender fill out the information included in the Large Dollar Transaction Form. No transactions will be accepted unless the information is collected.
- b. For transaction greater than \$10,000 - Contractor is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
- c. If Contractor encounters suspicious activity, State agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

3. ACTIVITY, DELIVERABLE, AND MILESTONE
4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 -- DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B -- STATEMENT OF WORK

5. CHANGE ORDER

The State may make changes, revisions, or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.
The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.
The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Rob Giglio
781-363-1573
robert.giglio@viapath.com

7.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Jorgen Fischer
954-646-0065
jorgen.fischer@viapath.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within eight (8) hours of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Rory Miller, Installation Lead
814-330-3826
Rory.Miller@vinpath.com

Richard Slavin, Field Service Manager
603-892-3437
Richard.Slavin@vinpath.com

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative regarding Contract administration. The State Contract Manager is:

John Maddaus III
(603) 271-8293
John.S.MaddausIII@doc.nh.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Scott Young
(603) 271-8406
robert.s.young@doc.nh.gov

The State Project Manager's duties shall include the following:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders; and
- g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Sixty (60) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor to be finalized with the State following contract execution is set forth in this Section.

Table B-4.		
New Hampshire Department of Corrections - VPT Implementation Plan		
ID	Task Name	Duration
1	New Hampshire Department of Corrections - Implementation Project Plan v0.1	113 days
2	Project Initiation	60 days
3	Upon RFP award Account Manager to coordinate introduction call	1 day
4	Upon contract execution Account manager to coordinate kick-off call	2 days
5	Program Manager Introduction to NHDOC Team	8 days
6	Onsite project kick-off meeting	1 day
7	Site Surveys	4 days
8	NH State Prison (Men)	1 day
9	NH Correctional Facility (Women)	1 day
10	Northern NH Correctional Facility	1 day
11	Corrections TWC & North End THU	1 day
12	Calumet House Transitional Housing Unit	1 day
13	Shea Farm Transitional Housing Unit	1 day
14	Planning for Tablet System	1 day
15	Circuit Order	57 days
16	Bandwidth Requests & Analysis	3 days
17	Circuit Installation (Cable/DSL)	6 weeks
18	Circuit Activations	10 days
19	Equipment Orders	20 days
20	Orders for Tablet System	4 weeks
21	Integration Work (JMS, Trust, Data, other)	60 days

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

22	Business Analysis	60 days
23	Development	60 days
24	Testing	10 days
25	System Configurations	62 days
26	Tablet	60 days
27	VVS	60 days
28	Project Execution	57 days
29	Installation Work	45 days
30	NH State Prison (Men)	15 days
31	Tablet System - (1) Escort	3 weeks
32	NH Correctional Facility (Women)	5 days
33	Tablet System - (1) Escort	1 week
34	Northern NH Correctional Facility	10 days
35	Tablet System - (1) Escort	2 weeks
36	Corrections TWC & North End THU	5 days
37	Tablet System - (1) Escort	1 week
38	Calumet House Transitional Housing Unit	5 days
39	Tablet System - (1) Escort	1 week
40	Shea Farm Transitional Housing Unit	5 days
41	Tablet System - (1) Escort	1 week
42	Training & Go-Live	42 days
43	NH State Prison (Men)	12 days
44	Tablet System	1 day
45	VVS	1 day
46	Education	1 day
47	NH Correctional Facility (Women)	12 days
48	Tablet System	1 day
49	VVS	1 day
50	Education	1 day
51	Northern NH Correctional Facility	12 days
52	Tablet System	1 day
53	VVS	1 day
54	Education	1 day
55	Corrections TWC & North End THU	12 days
56	Tablet System	1 day
57	VVS	1 day
58	Education	1 day
59	Calumet House Transitional Housing Unit	12 days
60	Tablet System	1 day
61	VVS	1 day

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

62	Education	1 day
63	Shea Farm Transitional Housing Unit	12 days
64	Tablet System	1 day
65	VVS	1 day
66	Education	1 day
67	Project Close	15 days
68	Acceptance & Account Team Transition	5 days
69	Close Project Phase	10 days

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life-cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

9. ACCEPTANCE & TESTING SERVICES

As part of the overall implementation plan, Contractor will work with the state to customize an acceptance checklist that reflects all requirements. A sample checklist is included below.

9.1 Sample Acceptance Checklist

Table B-5.		
Approved	Initials	Item
		Resident Integration: Assure residents booked and released in JMS are updated
		Data: Perform sample testing and quantitative comparisons of tablet system to ensure that any data integration information is accurate and complete via record counts, and sample testing
		Video Quality: Test and verify integrity of all data lines
		Network Load Test: Run proprietary testing algorithms to verify onsite and offsite equipment meets or exceeds specifications
		Trust Integration: Assure transfers and deposits process and reflect in trust software
		Resident Tablet Test: Manually test all tablets for sound quality, volume, and voice biometrics
		Tablet Tests: Manually test GTL Resident Tablets for screen calibration, sound quality, volume, voice biometrics and camera
		Backup Power Test: Test UPS backup

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK**

		Kiosks (if necessary): Perform latency testing to ensure all kiosks are performing to specification. Test deposits, assure they are in user interface
		Fail over testing: Perform load and latency testing to ensure that adequate bandwidth has been provisioned
		Training: Verify staff and administrative training via testing and certification
		Facility Approval: Obtain sign off from facility staff on all deliverables and checklists
		Monitoring: GTL will perform continuous ongoing monitoring of tablets, data lines, and video quality through the life of the contract
		Accounting: Produce and commission and auditing reports in a manner and consistent with requirements of NHDOC's finance department. Receive confirmation of acceptance from finance department. Assure correct facility banking information is recorded
		Alarms: Assure PREA alarms and crime tip alarms are set up correctly

Facility: _____

Certification Signature: _____ Date: _____

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

Table B-6.	
Service Level Agreement	
Service Priority Levels and Response Times	
Priority 1	50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, or any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions. Response time is less than one (1) hour. Resolution time is less than six (6) hours without site visit. Resolution time is less than eight (8) hours with a site visit.
Priority 2	25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business Response time is less than two (2) hours. Resolution time is less than eight (8) hours without site visit. Resolution time is less than sixteen (16) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business Response time is less than four (4) hours. Resolution time is less than sixteen (16) hours without a site visit. Resolution time is less than thirty-six (36) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. Response time is less than twenty-four (24) business hours. Resolution time is less than five (5) business days w/o site visit. Resolution time is less than five (5) business days with site visit.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
 EXHIBIT B - STATEMENT OF WORK

Table B-6.	
Service Level Agreement	
Severity/Work Order Update	
Severity	Work Order Update
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

10.3 Support Obligations

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. Identifying number i.e. work order number; and
 - viii. issue identified by.

- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.4 Contract Warranties and Representations

10.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

10.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

10.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

10.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expeditiously, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

11. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes - that either belong to or are intended for the use of the State or its officers, agents, or employees - be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.
- f. The Contractor shall have sufficient disaster recovery options including the ability to access secondary backup data centers to ensure timely restoration of systems and data should any outage render the primary system inaccessible.
- g. The Contractor shall undergo annual third-party audits, including but not limited to PCI-DSS and SOC2, to ensure appropriate measures are being taken to secure and protect all State data. Audit results must be provided to the State upon request.

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing security incidents with

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

- b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (c)] subject to this Contract's limitation of liability.

12. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

13. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

The Contractor shall provide the following Training Services:

Staff Training:

- **On-Site Training** - Prior to Go-Live on any new services, contractor will provide in-depth training on all aspects of the system. Training should include a training syllabus that outlines the topics to be covered and provide adequate training materials such as user guides, quick reference guides, and quick-tip cards.
- **Web-Based Training** - In conjunction with initial on-site training, Contractor shall provide access to web-based training, allowing users to view the system via an online meeting and interact with the trainers and other participants on a toll-free conference bridge. This type of training will continue to be available throughout the life of the contract.
- **Training Documentation** - All materials presented during training sessions will be accessible to the State for references, along with full system user guides.
- **Resident training** - In conjunction with any go-live activities, Contractor shall provide individual training session by pod or down to go over the entire system.
- **Friends and Family Training** - Contractor shall provide materials to help familiarize friends and family members with their solution as quickly and efficiently as possible. These materials can include flyers, post cards, or other materials to assist the public with the transition to any new services.
- **On-Going Customer Support and Help** - Contractor shall provide 24/7/365 customer service support for friends and family via a toll-free number or our secure website.

15. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services:
Applicable as defined below.

PCI DSS Payment Application Data Security Standard (PA DSS)

Whereas the Contractor provides a Commercial Off the Shelf (COTS) product used by the NHDOC, which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

Whereas the Contractor access to the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS Requirements and Security Assessment Procedures of the latest edition.

The Contractor agrees to the following provisions:

- i. Contractor shall comply with all credit card brand rules, as applicable, in regard to their environment. The Contractor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues.
- ii. Payment Card Industry Security Standards Council (PCI SSC) - Payment Application Data Security Standard (PA DSS) - As the Contractor's product is part of the processing, transmitting, or storing of Cardholder Data it is hereby agreed that:
 - i. Contractor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);
 - ii. Contractor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;
 - iii. Contractor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate vendor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and
 - iv. Contractor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the NH DoIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Contractor's notification to the DoIT be later than seven (7) calendar days after Contractor learns it is no longer PA DSS compliant.
- iii. PCI DSS Requirement 12.8 of the latest edition, Service Provider - If the Contractor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
 - i. Contractor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data.
 - ii. Contractor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS.
 - iii. Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Department of Corrections. Contractor must supply to Department of Corrections an Attestation of compliance at least annually and upon request.
 - iv. Contractor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide Department of Corrections the steps being taken to

Page 57 of 95

Contractor Initials: *KT*

Date: *7/1/22*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

- remediate the non-compliance status. In no event shall Contractor's notification to NH DoIT Chief Information Security Officer and the Merchant Card Administrator be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.
- v. Contractor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Contractor to be and to remain PCI DSS compliant.
 - vi. Contractor shall agree to work with Department of Corrections in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a PCI DSS Responsibility Matrix.
 - vii. The Contractor will be the merchant of record. The contractor agrees that it is responsible for the security of cardholder data that it possesses. Including the functions relating to storing, processing, and transmitting of the cardholder data.
 - viii. The Contractor affirms that, as of the effective date of the Contract, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS.
 - ix. The Contractor will undertake an annual PCI DSS reassessment applicable to their Merchant Level Status as outlined below:
 - i. If the Contractor is Level 1 Merchant, an annual ROC must be completed by a QSA, or Internal Security Assessor (ISA) and the Contractor must submit their Attestation of Compliance (AOC) annually to the State.
 - ii. If the Contractor is a Level 2 or 3 Merchant, the Contractor must complete an annual self-assessment questionnaire (SAQ) and must submit their AOC annually to the State.
 - iii. If the Contractor is a Level 4 Merchant, the Contractor must complete an annual SAQ and submit the SAQ annually to the State.
 - x. The Contractor will immediately notify the NHDOC if it learns that is no longer PCI DSS compliant and will immediately provide the NHDOC the steps being taken to remediate the non-compliance status. In no event should the Contractor's notification to the NHDOC be later than one (1) business day after Contractor learns it is no longer PCI DSS compliant.
 - xi. Definitions:
 - i. PCI DSS – The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover and JCB.
 - ii. Contractor shall disclose any Nested Third-Party Service Provider (TPSP) that is a part of the Cardholder Environment. Contractor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of

Page 58 of 95
Contractor Initials: KS
Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT B - STATEMENT OF WORK

outsourced contractors and/or notifying the Contractor regarding incidents. Department of Corrections shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third-Party Service Provider.

16. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT C - PRICE AND PAYMENT SCHEDULE

EXHIBIT C - PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8; Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

Not Applicable.

5. INVOICE ADDRESS

Not Applicable.

6. PAYMENT ADDRESS

Not Applicable.

7. OVERPAYMENTS TO THE CONTRACTOR

Not Applicable.

8. CREDITS

Not Applicable.

9. PROJECT HOLDBACK

Not Applicable.

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

This is a Fixed-Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8; Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7; Completion Date. The:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

Contractor shall be responsible for performing its obligations in accordance with the Contract.

10.1.2. Hardware Pricing

All hardware as provided by Contractor is free of charge for the duration of the contract, and certain infrastructure items including cabling, conduit, wireless access points and related network hardware become property of the State of New Hampshire.

10.1.3. Software License Pricing

All licensing as provided vicariously by Contractor is free of charge to the State of New Hampshire for the duration of the contract.

10.1.4. Software Operations, Maintenance and Support Pricing

All support as provided by Contractor is free of charge to the State of New Hampshire.

10.1.5. Hosting Pricing

All hosting as provided by Contractor is free of charge to the State of New Hampshire.

10.1.6. Other Cost Pricing

All pricing to NHDOC Facility Residents is as listed below, including any commission payable for the NHDOC Resident Recreation Fund:

Table C-1.	
Rates and Commission	
Resident Telephone System	Rate
RTS Voice Communication	\$0.013 - Per Minute
RTS Communication	Zero Commission
Wireless Tablet Program	Rate
Standard Profile (Ex: music, movies, games, entertainment)	\$0.05 - Per Minute
Promotional Profile - rotating entertainment applications and new releases	\$0.03 - Per Minute
Free Profile (Ex: requests, facility documents, eBooks, education)	\$0.00 - Per Minute
Special - Minute Bundle, resident can purchase multiple per month	1,500 Minutes for \$15.00
Messaging - Inbound message from public	\$0.25 - Per Message
Wireless Tablet Commission	Zero Commission
Streaming Music - Access Pass/Subscription	Thirty (30) Days - \$24.99 Fourteen (14) Days - \$14.99 Seven (7) Days - \$7.99
Podcasts - Access Pass/Subscription	Thirty (30) Days - \$9.99 Fourteen (14) Days - \$6.49 Seven (7) Days - \$4.99

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

Secure Messaging	Rate
Resident messaging (via promotional profile)	\$0.03 - Per Minute
Inbound message from public	\$0.25 - Per Message
Photo message from public	\$0.25 - Per Message
Video message from public	\$0.75 - Per Message
Video Visitation	Rate
VisitNow On Demand Visit Calls (funded by either public or resident)	\$0.20 - Per Minute
VisManager Scheduled Internet Visits (currently installed)	\$6.00 Per 20 Minute Visit

10.1.7. Implementation Pricing Summary

Where additional implementation is necessary by Contractor, it is provided free of charge to the State of New Hampshire.

10.1.8. Contractor Staff, Resource Hours, and Rates Worksheet

Where Contractor resources are utilized by vendor, it is provided free of charge to the State of New Hampshire.

10.1.9. Monthly Commission Schedule

The Contractor shall make monthly commission payment payable for the NHDOC Resident Recreation Fund following the schedule below:

Months from Contract Initiation	Start/End Dates	Monthly Payment to Resident Recreation Fund
1 through 12	November 1, 2022 through October 31, 2023	\$15,000.00
13 through 61	November 1, 2023 through October 31, 2027	\$25,000.00

Payments shall be made to the State based on service month, starting on the 1st of the month, ending on the last day of each month (i.e. November 1st through November 30th, etc.) per the following schedule.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
 EXHIBIT C - PRICE AND PAYMENT SCHEDULE

Table C-3.	
Service Dates	Payment Due Date
November 1st through November 30th	December 31st
December 1st through December 31st	January 31st
January 1st through January 31st	February 28th
February 1st through February 28th	March 31st
March 1st through March 31st	April 30th
April 1st through April 30th	May 31st
May 1st through May 31st	June 30th
June 1st through June 30th	July 31st
July 1st through July 31st	August 31st
August 1st through August 31st	September 30th
September 1st through September 30th	October 31st
October 1st through October 31st	November 30th

10.1.10. Resident Rates and Commission Rate Payments
 Checks shall be made payable to:

Resident Recreation Fund
 NH Department of Corrections
 Division of Administration
 P.O. Box 1806
 Concord, NH 03302

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT D - SOFTWARE LICENSE AGREEMENT

EXHIBIT D - SOFTWARE LICENSE AGREEMENT

Contractor retains licensing to any software owned by the Contractor which supports the Resident Tablet Services contract and shall not require the State to pay for or acquire any licenses to utilize Contractor's intellectual property. State employees, residents and other external users of Contractor owned software are provided unlimited access to provided software for the duration of the contract irrespective of any changes to Contractor's licensing agreements during the contract period. Any additional licensing for third party software applications required to fulfill the service obligations within this contract shall be provided by Contractor for the duration of the contract.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT E - ADMINISTRATIVE SERVICES

EXHIBIT E - ADMINISTRATIVE SERVICES

11. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Support Manager	Chief Information Officer - NHDOC	5 Days
First	Account Manager	Assistant Commissioner - NHDOC	10 Days
Second	CEO	Commissioner - NHDOC	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

12. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

13. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT E - ADMINISTRATIVE SERVICES

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

14. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

15. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

16. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT E - ADMINISTRATIVE SERVICES

- evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
 - f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
 EXHIBIT F - TERMS AND DEFINITIONS

EXHIBIT F - TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

Table F-1.	
TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An agreement between the State of New Hampshire and a Contractor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

Page 68 of 95
 Contractor Initials: KT
 Date: 9/2/22

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
 EXHIBIT F - TERMS AND DEFINITIONS

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT F - TERMS AND DEFINITIONS**

Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Contractor for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT F – TERMS AND DEFINITIONS

Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029- DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT F – TERMS AND DEFINITIONS

System.	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim, or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

17. ATTACHMENTS

- a. Business and Technical Requirements - Attachment 1
- b. Agency Compliance Documents - Attachment 2
- c. Contractor Service Schedule - Attachment 3

18. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

ATTACHMENT 1: BUSINESS AND TECHNICAL REQUIREMENTS

The kiosk/tablet solution shall provide at a minimum the following modules:

1. Resident Requests/Grievances:

This section must allow the NHDOC to meet the requirements of our Policy Procedure Directive (PPD) 3:13 Complaints and Grievances by Persons Under NHDOC Supervision which can be viewed at www.nh.gov/nhdoc/policies/index.html.

The solution shall provide at a minimum the following requirements:

RESIDENT:

1. Allow residents to file requests
2. Provide instructions on how to complete a request to the resident along with instructions on how to escalate a request. (This can be a document or interactive help)
3. Allow the resident to escalate a request to a grievance within a specified time frame.
4. Allow the resident to escalate the grievance through the approved levels within a specified time frame. Allow additional text to be added by resident.
5. Allow the resident to view all requests in a summary listing that would include date submitted, who it was submitted to, status of the request, link to view details of the request.
6. Allow details of the request to be displayed to the resident in date order.

NHDOC Staff:

1. Allow NHDOC staff to respond electronically via a web interface to requests/grievances.
2. Allow NHDOC staff to reroute the request to another area with all information logged as to who rerouted the request, when and why.
3. Provide an integrated solution that allows NHDOC oversight of all requests/grievances.
4. Allow NHDOC staff to extend the allocated time for response and indicate the reason for the extended time.
5. Automated notifications must be sent to the appropriate staff for the following:
 - The request has been received
 - The request is about to reach the allowed time for response
 - The request response is now due
 - The request response is now overdue

OTHER:

1. There shall be no charge to the State or residents for the use of this module.
2. All information entered into the request and responses to the request shall be captured and available for display to the resident and to staff. This includes but is not limited to:
 - The location/name of the kiosk/tablet used to submit/escalate the request
 - Date/time the request was submitted/updated
 - ID of resident submitting the request

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

- NHDOC group the request was routed to
- Request text
- Status of the request
- Staff ID that responded to the request
- Date/time of response
- Response text
- Retain requests/grievances for resident/staff review for a minimum of five (5) years.
- There shall be no charge to NHDOC for the use of this module.
- Log all activity including the viewing of the request
- This section shall allow the NHDOC to meet the requirements of our Policy Procedure Directive (PPD) 3:13 Complaints and Grievances by Persons Under NHDOC Supervision which can be viewed at www.nh.gov/nhdoc/policies/index.html.

INTERFACES:

1. From Contractor: Provide detailed data for requests once they are COMPLETED through a nightly file export back to the NHDOC for retention. This file shall include all data collected for the completed requests. (Provided daily)
2. From Contractor: Detailed activity log

2. Video Visitation:

Contractor shall provide NHDOC a complete, secure Video Visitation System (VVS) Solution to facilitate offender communications with their families, friends, and attorneys.

The solution shall provide at a minimum the following requirements:

RESIDENTS:

1. Allow residents to receive a video visit of specific duration.
2. Provide a timer to show the amount of time remaining on the call.
3. When approved for a visit, a message shall be displayed on the resident's account noting the date/time of the video visit.
4. Allow residents to see a summary view of all video visits which would include date/time, visitor name, duration of visit, status of request.

PUBLIC:

1. Allow visitors to use a web interface for video visits.
2. Interface shall not be limited to computers only.
3. Allow visitors to purchase a single or multiple video visits through the vendor website.
4. Send a reminder email or text that the visit shall occur in one (1) hour, fifteen (15) minutes.
5. If the visit does not occur, do not charge for the visit.

NHDOC STAFF:

1. Provide a way for staff to view visits that are occurring real-time along with the ability to view visits that have been recorded.

Page 75 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

2. Allow NHDOC staff to approve the video visit before allowing it to be conducted.
3. Allow NHDOC staff to add additional information such as a visitor ID to the video visit.
4. Allow NHDOC staff to immediately disconnect the visit if there is a security issue.
5. Allow NHDOC staff to download the video visit for investigative purposes. Limit access to this functionality.
6. When approved for a visit, the day of the video visit a message shall be sent to the appropriate housing unit letting the security staff know that the resident has an approved video visit.

OTHER:

1. There shall be no charge to NHDOC for the use of this module.
2. Only allow visits with approved visitors
3. Record all visits for staff to review as necessary.
4. Facial recognition software to be used for both sides of the visit to identify everyone that participated in the visit.
5. Retain video visits for a minimum of five (5) years for review.
6. Do not allow visits even if the visit has been approved if the resident has a restriction flag.
7. Log all activity.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the residents information such as: restriction flag, housing location and any other information as needed.
2. To Contractor: An interface/file to the NHDOC that shall provide all details of the video visits that have occurred. File shall include client ID, visitor information, date/time of visit request, date/time of visit approval/denial, reason for denial, duration of the video visit, location of the video visit, informational information as needed, such as visit ended early due to NHDOC staff intervention, any facial recognition information, etc. (Provided daily).
3. From Contractor: A daily log file.

3. Email/Photo/E-Video Mail:

Contract shall provide a solution that allows NHDOC the ability to offer communication between residents and facility staff as well as two-way electronic communication between resident and their friends and family via e-message. Contractor shall provide NHDOC the ability to allow residents to request to print e-messages as well as photo attachments. The NH Department of Corrections policy for email is available for view at: www.gencourt.state.nh.us/rules/state_agencies/cor.html entitled PART Cor 314 Resident Mail, Electronic Messaging, and Package Services.

The solution shall provide at a minimum the following requirements:

RESIDENTS:

1. Allow residents to receive email through an authorized process that meet the requirements of NHDOC policy.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

2. Allow residents to receive a photo with an email message. Photos shall meet NHDOC requirements.
3. Allow residents to receive a very short (no longer than 1 minute) pre-recorded video clip that meets NHDOC requirements.
4. Residents have the option of deleting email, but a copy of the email must be passed to NHDOC prior to removal from the system.
5. Residents shall have an interface that allows them to see a listing of items received with date/time and sender name and the status of the item.

PUBLIC:

1. Allow the public to purchase email/photo/E-video services through the Contractor website.
2. Email shall be limited in size.
3. Photos shall be limited in size.
4. Email shall not allow attachments that do not meet the requirements outlined by the system.
5. Only one (1) photo or E-video per email allowed.

NHDOC STAFF:

1. If the email includes a photo or E-Video, it must be approved by NHDOC staff prior to release to the resident.
2. Provide a web-based interface for NHDOC staff to review and approve/deny items.
3. Provide a way for staff to add keywords to photo's/E-Video's that shall not be displayed to the residents but could be used to locate photos. Set selections can also be utilized such as "child, woman, hand gestures, etc." Selections to be defined by NHDOC.
4. Provide a way to classify the reason for denial such as "Inappropriate content, Investigation, etc." NHDOC to provide classification options.
5. Provide a search for all items based on client, submitter, approver, keywords, date/time, etc.
6. If an item is involved in an investigation, it may be necessary to deny an item that was previously approved. If this happens, Staff shall be able to flag/deny the item and have the system remove all copies from the resident's tablet.

OTHER:

1. There shall be no charge to the NHDOC for the use of this module.
2. All digital content shall be retained for a minimum of three (3) years.
3. Shall allow for automatic rating of email based on keywords. Thresholds for automatic release shall be set by NHDOC. Only the email is to be released. Photo/E-Video requires review separately.
4. If an email/photo/E-Video is denied then the system the Resident and the sender the date/time denied and the reason.
5. Allow staff to download the E-mail/photo/E-Video for investigation/prosecution purposes.
6. Log all activity including viewing of the items.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

7. The solution shall ensure that the NHDOC maintains compliance with their PART Cor 314 Resident Email Service, link: www.gencourt.state.nh.us/rules/state_agencies/cor.html.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the resident's information such as client id, name, housing location, restriction flag and any other information as needed.
 2. From Contractor: An interface/file to the NHDOC that shall provide details of emails that have been received. File shall include client ID, sender information, date/time email received, if email was approved or automatically processed, who approved the email (if required), date/time approved, keywords, message text, if the email was received or sent and any other information as needed.
 3. From Contractor: A daily log file.
4. **Collection of Restitution/Fine/Fee Payments and Resident Account Deposits:**
Contractor shall provide an online payment portal for, with hardware and software, for collection of resident restitution/fine/fee payments and resident account deposits.

Overpayments/Underpayments: Contractor will transmit all payments made through a Kiosk (net of Contractor Fees) and will not be responsible for collecting any underpayments or refunding any overpayments. State shall be solely responsible for collecting any underpayments or refunding any overpayments.

Contractor is only responsible for transmitting the payments made through a Kiosk (net of Contractor Fees) and assumes no responsibility for determining the sufficiency of any payment made by a user.

Restitution/Fine/Fee Collection: The NHDOC policy for collection of these funds is entitled PPD 851 Field Services Collection Procedures (copies of this policy can be requested at any time from DOC staff).

Resident Account Deposits: The NH Department of Corrections policy for applying deposits to a resident account is entitled PPD 952 Management and Control of Personal Funds of Residents (copies of this policy can be requested at any time from DOC staff) in section IV section B-2 & 3. Subsequent Deposits.

The solution shall provide at a minimum the following requirements:

PUBLIC:

1. Funds shall be able to be submitted through the Contractor website or through a kiosk located in a public area.
2. Funds shall be able to be marked specifically for Restitution/Fine/Fee Collection or for a Resident Account Deposit.
3. If Resident Account Deposit is selected, the user must indicate that they acknowledge that funds shall be applied based on NHDOC Policy. Text for display shall be provided by NHDOC.

Page 78 of 95

Contractor Initials: KI

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

OTHER:

1. Funds received shall indicate which selection for application of funds the public chose.
2. Only accept Resident Account Deposits for clients housed in a NHDOC facility.
3. NHDOC shall not be accepting a commission on this module.
4. There shall be no charge to the NHDOC for the use of this module.
5. All funds shall be submitted to NHDOC on a daily basis less the collection fee.
6. Monies accepted in this module cannot be applied into the offenders "purchasing" account for use on music, books, etc.
7. Kiosks shall be able to accept debit and credit cards.
8. DOC shall not process any debit or credit cards, funds collected should be transferred using accepted methods agreed upon by NHDOC and Contractor on a daily basis.
9. Provide a web-based interface for NHDOC staff to review funds submitted with daily accounting reports that can be used to balance the deposits of funds.
10. Funds that are contested and subsequently reversed shall be handled in a manual process outside of the interfaces.
11. Log all activity.
12. The solution shall ensure the Department maintains compliance with their PPD 851 Field Services Collection Procedures and PPD 952 Management and Control of Personal Funds of Residents (copies this policy can be requested at any time from DOC staff).

INTERFACES:

1. To Contractor: an interface/file to the Contractor shall provide the names of residents and everyone that owes restitution/fines/fees. The file shall include the client id, name, total amount owed, and any other information needed. (Provided daily).
2. From Contractor: an interface/file to the NHDOC that shall provide details of the amounts collected. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily).
3. From Contractor: A daily log file.

5. Resident Informational Service:

Contractor shall provide a solution for residents to have access to any PDF documents provided by NHDOC.

The solution shall provide at a minimum the following requirements:

RESIDENT:

1. Allow resident to view PDF documents provided by NHDOC.
2. Provide a location for the resident to review documents provided by DOC. Examples:
 - Resident account record;
 - Medical document;
 - Offender document such as Mittimus;
 - Resident handbook; and
 - Policy Procedure Directive (PPDs).

NHDOC STAFF:

Page 79 of 95

Contractor Initials: *KD*

Date: *9/12/22*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. Allow NHDOC staff to manually add a document to the residents reviewing area in addition to automated uploads.

OTHER:

1. All documents shall be retained for twelve (12) months.
2. There shall be no charge to the NHDOC or Residents for the use of this module.
3. Add an indicator as to the date/time the file was added, who added it, when it is set to expire.
4. Log all activity including viewing the document.

INTERFACE:

1. To Contractor: an interface that shall provide documents for residents in a batch process. Example: Residents trust fund activities uploaded and tagged for a specific resident to view once a month. These documents shall be able to be uploaded and tagged for a specific resident to view.
 2. From Contractor: a listing of all documents that the resident has the ability to view including appointments, the date/time the resident viewed the information and the date/time the information is set to expire.
6. Pre-Paid Exit Cards:
Contractor shall provide a solution for reimbursing remaining account balances to discharged residents.

The NH Department of Corrections policy for closing a resident account is entitled PPD 952 Management and Control of Personal Funds of Residents (copies of this policy can be requested at any time from DOC staff).

The solution shall provide at a minimum the following requirements:

NHDOC STAFF:

1. Allow NHDOC to transfer resident account funds to a pre-paid exit cards for residents leaving the facilities.
2. Allow NHDOC to code the debit cards for delivery to resident as they exit the facility.

OTHER:

1. There shall be no charge to the NHDOC or Residents for the use of this module.
2. Exit cards must be able to be reloaded when the resident is in the community.
3. Provide a web-based interface for NHDOC staff to review funds transferred with daily accounting reports that can be used to balance the transfer of funds.
4. Log all activity when the card is loaded or if the card is cancelled.
5. The product shall ensure the Department maintains compliance with the PPD 952 Management and Control of Personal Funds of Residents (copies of this policy can be requested at any time from DOC staff).

INTERFACES:

1. From Contractor: A daily log file.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

7. **Education:**
Contractor shall provide a solution with an integrated educational solution for the correctional marketplace that meets federal, state, and local correctional NHDOC requirements.

The solution shall provide at a minimum the following requirements:

RESIDENTS:

1. Allow residents to access basic education classes/course work.
2. Allow external access for outside training opportunities with the costs to be incurred by residents if necessary.
3. Allow residents to take set assessment or evaluation testing to determine their current level.

NHDOC STAFF:

1. Allow NHDOC staff to enroll residents in classes and manage progress.
2. Allow NHDOC staff to review education completed for a resident.

OTHER:

1. Log all activity.
2. There shall be no charge to the NHDOC or Residents for the use of this module except for external education that may be purchased by the resident.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the client ID's, restriction flags and any other information required.
2. From Contractor: An interface/file to the NHDOC that shall provide details of the classes completed. File should include client ID, class ID, class name, date/time started, date/time completed, grade/score other information as needed.
3. From Contractor: A daily log file.

8. **MP3/Books/Games/Movies/Other content:**

Contractor shall provide a solution for wireless delivery of music, games, books, etc. Applications shall be available for residents on a tablet device.

The solution shall provide at a minimum the following requirements:

RESIDENTS:

1. Allow residents to stream content based on available funds.
2. Residents shall not be able to play any content if they have a restricted flag.

PUBLIC:

1. Funds shall be able to be submitted through the Contractor website on behalf of the resident with a clear indication the funds are to be used for purchasing content and not for restitution/fine/fee or the residents' account.

NHDOC STAFF:

Page 81 of 95

Contractor Initials: ST

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. Provide a web-based interface for NHDOC staff to review funds submitted to the NHDOC with daily accounting reports that can be used to balance the deposits of funds.
2. Provide a web-based interface for NHDOC staff to approve or deny content prior to allowing it to be purchased.
3. Log all content changes.

OTHER

1. There shall be no charge to the NHDOC for the use of this module.
2. Funds that are contested and subsequently reversed shall be handled in a manual process outside of the interfaces.
3. Log all activity.
4. Allow funds to be submitted from NHDOC on behalf of residents to be added to the residents "purchasing fund" in an automated process.

INTERFACES:

1. To Contractor: an interface/file to the Contractor shall provide the names of residents and everyone that owes restitution/fines/fees. The file shall include the client id, name, total amount owed, and any other information needed. (Provided daily)
2. To Contractor: an interface/file to the Contractor with funds to be allocated to residents purchasing account. Funds shall be transferred separately.
3. From Contractor: an interface/file to the NHDOC that shall provide details of the amounts collected. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily)
4. From Contractor: A daily log file.

9. Resident Cash Withdrawal Request:

Contractor shall provide a solution for residents to request cash withdrawals using a link application on a kiosk or tablet.

The NH Department of Corrections policy is entitled PPD 952 Management and Control of Personal Funds of Residents (copies of this policy can be requested at any time from DOC staff) in section IV section C Expenditures.

The solution shall meet or exceed the following requirements:

RESIDENTS:

1. Allow residents to submit a request based on available funds.
2. Requests shall include fields for:
 - a. Amount of request;
 - b. Valid mailing address for the check to be sent to; and
 - c. Purpose of the request;
3. When submitted, display back a confirmation number for the resident to write on the back of the envelope.
4. Allow the resident to view the request and its status. Retain requests for three (3) months.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

NHDOC STAFF:

1. Provide a web-based interface for NHDOC staff to approve the withdrawal request.
 - a. This shall be a different group of staff members than the processing staff.
 - b. If there are insufficient funds in the resident account for the requested amount do not allow staff to approve unless the individual is in an approved housing unit.
 - c. If there are sufficient funds, allow NHDOC staff to mark the request as approved or denied, reason for denial, date/time and NHDOC staff name.
 - d. At the time of approval, a transaction must be submitted to NHDOC via an interface to put a soft hold on the resident's account.
2. Provide a web-based interface for NHDOC staff in resident accounts to acknowledge receipt of the envelope and its contents.
 - a. Allow staff to reject the request. This shall return the request to the resident. Envelope to follow. This shall end the request in the system and pass the final record via an interface to NHDOC.
 - b. Allow staff to approve the request. This shall mark the request as submitted for processing. This shall end the request in the system and pass the final record via an interface to NHDOC.

OTHER

1. There shall be no charge to the NHDOC or the resident for the use of this module.
2. Log all activity.
3. The product shall ensure the Department maintains compliance with their PPD 952 Management and Control of Personal Funds of Residents (copies of this policy can be requested at any time from DOC staff).

INTERFACES:

1. To Contractor: an interface/file to the Contractor with client ID, location, resident trust fund balance and any additional fields required by Contractor.
2. From Contractor: an interface/file to the NHDOC that has transactions that have been approved or flagged for processing. File shall include client ID, transaction ID, date/time received, amount received. (Provided daily)
3. From Contractor: A daily log file.

10. Video Visitation from Tablets:

Contractor shall provide NHDOC a mechanism to facilitate resident video visits with their families, friends, and attorneys via wireless tablets.

The solution shall provide at a minimum the following requirements:

RESIDENTS:

1. Allow residents to initiate video visits with approved Friends and Family.
2. Allow residents to fund video visitation using funds from their tablet account.
3. Allow video visits to be conducted via wireless tablets while connected to mounted docking station.

PUBLIC:

1. Allow visitors to use a web interface for video visits.
2. Interface shall not be limited to computers only.

Page 83 of 95

Contractor Initials: *KCT*

Date: *9/21/22*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-029 - DOC FACILITY RESIDENT TABLET SERVICES
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

3. Allow visitors to purchase video visits through the vendor website.

NHDOC STAFF:

1. Provide a way for staff to view video visits that are occurring real-time along with the ability to view visits that have been recorded.
2. Allow NHDOC staff to immediately disconnect the visit if there is a security issue.
3. Allow NHDOC staff to download the video visit for investigative purposes. Limit access to this functionality.

OTHER:

1. There shall be no charge to NHDOC for the use of this module.
2. Only allow visits with approved visitors.
3. Record all visits for staff to review, as necessary.
4. Retain video visits for a minimum of five (5) years for review.
5. Do not allow visits even if the visit has been approved if the resident has a restriction flag.
6. Log all activity.

INTERFACES:

1. To Contractor: An interface/file to the Contractor shall provide the residents information such as: restriction flag, housing location and any other information as needed.
2. To Contractor: An interface/file to the NHDOC that shall provide all details of the video visits that have occurred. File shall include client ID, visitor information, date/time of visit request, date/time of visit approval/denial, reason for denial, duration of the video visit, location of the video visit, informational information as needed, such as visit ended early due to NHDOC staff intervention, any facial recognition information, etc. (Provided daily)
3. From Contractor: A daily log file.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

ATTACHMENT 2: AGENCY COMPLAINE DOCUMENTS

1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff, Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

3. Criminal Justice Information Services (CJIS) Security Policy

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJ, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJ. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy where applicable to Contractor's services and is located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

ATTACHMENT 3: CONTRACTOR SERVICE SCHEDULE

**Resident Telephone Service
Service Schedule**

This Service Schedule applies only to resident telephone service ("RTS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel*Link Corporation d/b/a ViaPath Technologies. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

1. **Equipment and Features.** The term "Equipment" in this Service Schedule includes workstations, phones and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company. Company reserves the right to remove, or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.

2. **Resident Telephone Services.** Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated resident telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, out clearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the resident telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. **Rates and Charges for Resident Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- Interstate RTS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.013 per minute of use.
- Intrastate RTS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.013 per minute of use.

Page 86 of 95

Contractor Initials: *GT*

Date: 9/24/22

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2022-023 - FACILITY RESIDENT TABLET SERVICES
 EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

- International RTS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate RTS rate set forth above shall remain consistent with current rates which do not exceed \$0.11 per minute, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every three (3) months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat rate calling charges shall apply to international or interstate RTS per minute of use calls.

The RTS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

4. **Ancillary Service Charges.** The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single RTS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction; plus the adopted per-minute rate

5. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by Premises Provider, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the telephone monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the resident telephone system equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider.

Page 87 of 95

Contractor Initials: KT

Date: 9/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT C - ATTACHMENTS AND CONTRACTOR CERTIFICATES

for the term of this Agreement and any resulting extensions of this Agreement, provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

**Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC d/b/a ViaPath Technologies.
2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, entertainment products, and mail-scanning services.

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).
4. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the Premises Provider, Company will provide up to 25% of deployed tablets per year to cover normal wear and tear as determined by the Company. If additional tablets are requested or required to maintain a contractual resident-to-tablet ratio, the additional tablets will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. Company will invoice Premises Provider for the total number of additional tablets that have been shipped. Company will retain ownership of the tablets and all licensed software. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment,

Page 88 of 95

Contractor Initials: KT

Date: 7/21/22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

6. **Tablets.** Company will provide one tablet for every individual incarcerated at Premise Provider's facility. Company may adjust the number of Tablets up or down at any time. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Company. Each resident provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.
- a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:
- i. **Resident Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.
 - ii. **Video Visitation.** On-premises and Remote video visitation with no less than sixty (60) days online recording storage.
 - i. **Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the resident telephone service ("RTS") platform supplied by Company. Headsets equipped with a microphone will be required.
 - ii. **Resident Accounts.** All Tablet usage may be purchased with money from a Resident Account, which is funded by residents or their families or friends (individually "Resident Account" and collectively "Resident Accounts"). Residents fund the Resident Account by transferring monies from their trust account. Resident friends and Family fund a resident's Resident Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in a Resident Account may only be returned to a resident upon termination of Enhanced Services at all Locations or upon a resident's release. Resident friends and family deposits are final.
 - iii. **Education.** Company will also provide basic education package which is aligned with most state standards and access to the law library.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

- iv. Law Library: Company agrees to provide access to a law library. Premises Provider shall be responsible for purchase of the law library content/licensing with the applicable law library provider.
- b. Company Obligations. Company will provide one headset to each resident who has access to a Tablet and will supply replacement silicon earbuds for purchase by the resident through Premises Provider's commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.
- c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its resident to paid Content subject to the payment by the resident of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to residents according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds; (4) allow the creation of Resident Accounts for use with Company's products; (5) allow resident family and friends to make deposits into Resident Accounts; (6) facilitate the integration of Resident Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each resident who is provided with access to a Tablet the first time. Premise Provider will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.
6. Additional Terms.
- a. Monitoring and Recording
Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

b. Limitation of Liability

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, RESIDENTS OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Page 91 of 95

Contractor Initials: BT

Date: 1/21/22

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 2022-023 - FACILITY-RESIDENT TABLET SERVICES
 EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

Payment Services
 Service Schedule

This Service Schedule applies only to the Payment Services described herein ("Services"), and details the pricing, fees, services, and responsibilities of Company and Premises Provider related to the Services in this Service Schedule. Where "Company" is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

I. SERVICES: Company shall provide the following Services to the Premises Provider:

- Trust Services
- Release Card
- Restitution Payment Services

Company shall receive fees from the senders for the Services ("Fees") according to the pricing as set forth below (the "Transaction Pricing").

Trust Services. This Service allows a sender to fund an account held in trust by Premises Provider on behalf of a resident while serving his or her sentence ("Resident Property"). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash, a credit or debit card (collectively, the "Kiosk or Kiosks"), payment over the telephone using Company's Interactive Voice Response System ("IVR"), an on-line web-payment portal using a credit or debit card ("Web") and via Walk-In Retail at certain retail locations using debit card (at select locations) or cash ("Walk-In Retail") in accordance with Exhibit A, which must be executed by the Premises Provider (as Recipient). Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed by Company in any facility.

For cash, credit/debit card and ACH transactions for Trust deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Cash (Kiosk)	Credit Card (Web, Mobile, IVR, Kiosk)
0 - \$20.00	\$2.00	\$3.00
\$20.01 - \$50.00	\$2.00	\$4.00
\$50.01 - \$100.00	\$3.00	\$5.00
\$100.01 - \$150.00	\$4.00	\$6.00
\$150.01 - \$200.00	\$4.00	\$8.00
\$200.01 - \$300.00	\$5.00	\$10.00
\$300.01 - \$400.00	\$6.00	N/A
\$400.01 - \$500.00	\$7.00	N/A
\$500.01 - \$600.00	\$8.00	N/A
\$600.01 - \$2999.99	\$9.00	N/A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

Release Card. Upon completion of a resident's sentence, any remaining funds held in trust by Premises Provider shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release.

Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider will be required to complete the third party card issuer's application process and execute an associated agreement in form and content substantially similar to Exhibit B. Company, as the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to Premises Provider.
- Third-party card issuer fees may apply to cardholder. The release card fee structure will be reviewed on an annual basis to determine market-based competitiveness and will be subject to change at Company's sole discretion. No price increase shall take place without written notice and consultation with Premises Provider at least 30 days prior to the intended rate increase.

Restitution Payment Services. This Service allows a party to insert funds into a Kiosk using cash, a credit or debit card, and via Walk-In Retail at certain retail locations (in accordance with Exhibit A, which must be executed by the NHDOC as Recipient) using cash or a debit card, for the purpose of making restitution payments.

For cash and credit/debit card for Restitution Payments, Company will charge the sender a base fee as follows:

Deposit Amount	Cash (Kiosk)	Credit Card (Web, Mobile, IVR, Kiosk)
0 - \$20.00	\$2.00	\$3.00
\$20.01 - \$50.00	\$2.00	\$4.00
\$50.01 - \$100.00	\$3.00	\$5.00
\$100.01 - \$150.00	\$4.00	\$6.00
\$150.01 - \$200.00	\$4.00	\$8.00
\$200.01 - \$300.00	\$5.00	\$10.00
\$300.01 - \$400.00	\$6.00	N/A
\$400.01 - \$500.00	\$7.00	N/A
\$500.01 - \$600.00	\$8.00	N/A
\$600.01 - \$2999.99	\$9.00	N/A

II. PAYMENT SERVICES TERMS AND CONDITIONS

- I. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank account within

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

ninety-six (96) hours after the deposits are authorized and accepted by Company. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.

2. **Compliance with Applicable Law.** Company is a licensed "money transmitter" under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default parameters unless Premises Provider specifies unique requirements.
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company's reasonable instructions. Power to the Kiosk is the Premises Provider's sole responsibility. Company will be responsible for all ongoing cash management and repair of Kiosks.
6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated by Company for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within thirty (30) days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.
8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2022-023 - FACILITY RESIDENT TABLET SERVICES
EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

9. **Release Card:** Company agrees to provide a pin-debit card according to the procedures, rules, and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log, provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:
- a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) - Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
 - b) For transaction greater than \$10,000 - Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
 - c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Premise Provider. Company is not responsible for collecting any additional funds due to the Premise Provider. All refunds will be conducted through the Premise Provider's established refund process.

Remainder of this page intentionally left blank.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GLOBAL TEL*LINK CORPORATION is a Idaho Profit Corporation registered to do business in New Hampshire as GREAT RATE on October 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 259160

Certificate Number : 0005872910



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2022 ANNUAL REPORT

Filed
Date Filed: 3/28/2022
Effective Date: 3/28/2022
Business ID: 259160
William M. Gardner
Secretary of State

BUSINESS NAME: GLOBAL TEL*LINK CORPORATION
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 259160
STATE OF INCORPORATION: Idaho

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
3120 Fairview Park Drive Suite 300 Falls Church, VA, 22042, USA	Attn: Susan Cockerham 3120 Fairview Park Drive, Ste 300, Falls Church, VA, 22042, USA

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
3120 Fairview Park Drive Suite 300 Falls Church, VA, 22042, USA	3120 Fairview Park Drive Suite 300 Falls Church, VA, 22042, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: INCORP SERVICES, INC. (420703)	
REGISTERED AGENT OFFICE ADDRESS: 152 S Mast Street Goffstown, NH, 03045, USA	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / SELL PREPAID CALLING CARDS, ANY LAWFUL ACT/ACTIVITY FOR WHICH CORP., ETC.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Deb Alderson	3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA	President
Claudia Regen	3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA	Secretary
John Pitsenberger	3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA	Treasurer
Deb Alderson	3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: Treasurer
Signature: John Pitsenberger
Name of Signer: John Pitsenberger

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VIAPATH TECHNOLOGIES is a New Hampshire Trade Name registered to transact business in New Hampshire on January 03, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 889511

Certificate Number : 0005872909



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint rectangular stamp.

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State

Filed
Date Filed : 01/03/2022 01:06:00 PM
Effective Date : 01/03/2022 01:06:00 PM
Filing # : 5488997 Pages : 2
Business ID : 889511
William M. Gardner
Secretary of State
State of New Hampshire

Form TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

1: TRADE NAME

VIAPATH TECHNOLOGIES

2: PRINCIPAL OFFICE INFORMATION 3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA

MAILING ADDRESS 3120 Fairview Park Drive, Suite 300, Falls Church, VA, 22042, USA

3: PRINCIPAL PURPOSE

NAICS CODE	NAICS SUBCODE
51-Information	911-Telecommunications Resellers

4: DATE OF TRADE NAME ORGANIZED 01/01/2022

5-A : ENTITY APPLICANT

GREAT RATE (259160)

3120 Fairview Park Drive, Suite 300, Falls Church, VA,
22042, USA

John Pitsenberger

Chief Financial Officer

SIGNATURE

TITLE

DSI-ITI, INC. (627709)

3120 Fairview Park Drive, Suite 300, Falls Church, VA,
22042, USA

Mathew Caesar

President

SIGNATURE

TITLE

5-B : INDIVIDUAL APPLICANT

SIGNATURE

TITLE

5-C : TRADE NAME

SIGNATURE

TITLE

5-D : NON REGISTERED ASSOCIATION

SIGNATURE

TITLE



Global Tel*Link Corporation
FEIN 63-1071001 (Idaho)
Secretary's Certificate of Authority

I, Claudia Regen, hereby certify that

1. I am the duly designated Corporate Secretary of Global Tel*Link Corporation (the "Corporation"), d/b/a ViaPath Technologies, duly organized under the laws of the State of Idaho.

2. Kimberly Tullis is a Senior Contracts Manager of the Corporation.

3. Kimberly Tullis is authorized and empowered to bind and obligate the Corporation by signing, executing and delivering, any and all Requests for Proposals, contracts and related documentation pertaining to the business of the Corporation.

Claudia Regen, Secretary

Notary

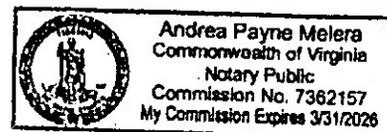
Commonwealth of Virginia

County of Fairfax

On September 21, 2022 before me, Andrea Payne Melera, a Notary Public in and for said County and Commonwealth, personally appeared Claudia Regen, who provided me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument, or the entity upon behalf of which she acted, executed the instrument.

WITNESS my hand and official seal.

Signature Andrea Payne Melera
My commission expires: 3/31/2026
Registration # 7362157





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Global Tel*Link Corporation GTEL Holdings, Inc. d/b/a Viapath Technologies 107 St Francis St 32nd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: AIG Property Casualty Company		19402
	INSURER E: Mercer Insurance Company		14478
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570095461780 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD. RISK	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			080877955	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
							Emp Benefits Lab	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			016-15-6125	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			20000000203	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	016156126 (AOS) 016156124 (CA)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
D					10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire, Department of Corrections is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER State of New Hampshire NH Department of Corrections P.O. 1806 Concord NH 03302 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc</i>

Holder Identifier :

Certificate No : 570095461780



NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Kimberly Tullis
Name

Kimberly Tullis
Signature

1/21/22
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

KIMBERLY TULLIS
Name

Kimberly Tullis
Signature

9/21/22
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

KIMBERLY TULLIS
Name

Kimberly Tullis
Signature

9/21/22
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdcc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): KIMBERLY TULLIS Date: 9/21/22
(Name of Contract Signatory)
Signature: Kimberly Tullis
(Signature of Contract Signatory)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

KIMBERLY TULLIS / Kimberly Tullis
Printed Name/Signature of Contractor Representative

1/21/22
Date

Global Tel Link dba Via Path Technologies, Sr. Manager, Contract
Organization and Title of Contractor Representative