JACKSON COUNTY, MISSOURI
INMATE COMMUNICATION SERVICES AGREEMENT
JACKSON COUNTY DEPARTMENT OF CORRECTIONS

Securus Technologies, Inc., a wholly-owned subsidiary of Securus Technologies Holdings, Inc., a Texas corporation with its principal place of business located at 4000 International Parkway, Carrollton, Texas 75007 ("Securus"), and Jackson County, Missouri, with its principal place of business at 415 East 12th Street, Kansas City, MO 64106 ("Customer"), hereby agree to execute this Inmate Communications Service Agreement ("Agreement"), effective October 1, 2017 ("Effective Date").

RECITALS

Whereas, Securus is a telecommunications company licensed by the Missouri Public Service Commission to provide telephone service in the State of Missouri.

Whereas, Customer desires to have Securus provide inmate communication services including inmate telephone services ("ITS"), video visitation services ("VVS"), and a proof of concept program for correctional grade tablet services ("Tablets") for the inmates in the correctional facilities under its control listed in **Attachment B** ("Facilities"), and Securus desires to provide such inmate communication services.

Now, therefore, in consideration of the promises and covenants contained herein, Customer and Securus agree as follows:

SECTION ONE: SECURUS' RESPONSIBILITIES

A. Securus shall agree to all terms and conditions set forth in this Agreement, and Securus shall agree to the specifications, including, but not limited to, the features and functionalities of the ITS, VVS, and Tablets as listed in **Attachment B.** If Customer designates an agent to act on Customer's behalf ("Designated Agent"), Securus shall follow Customer's direction in working with such Designated Agent.

B. Customer agrees to provide electric power and adequate space for the inmate communication services equipment where required, in addition to workspace for a part-time on-site technician who will be provided by Securus at no cost to Customer.

SECTION TWO: AGREEMENT

Customer hereby grants Securus the exclusive right and privilege to install and operate all inmate communications systems and related equipment at Customer's facilities detailed in **Attachment B** ("Facilities"). Securus shall, at no cost to Customer, provide all inside wiring for the inmate telephones and video visitation stations. Securus shall install the inmate telephones, the video visitation stations, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make free, collect, pre-paid and/or debit local, long distance and international calls and onsite and remote video visitation sessions from the Facilities pursuant to the terms set forth herein. Securus shall also provide a no cost tablet solution which shall, at a minimum, provide electronic messaging, media, inmate requests, medical requests, grievances, and commissary ordering. Customer reserves the right to request to add other applications, including an ITS and/or VVS application, to the Tablets at a later date.

SECTION THREE: TERM

A. This Agreement shall commence upon the Effective Date and shall remain in force for an initial term of 36 months, with an expiration date of 36 months after the Effective Date ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term.

B. Securus and Customer, by mutual agreement, shall have the right to renew this Agreement for 2 additional 12 month terms or on a month to month basis, with 30 days written notice prior to expiration of the Initial Term or renewal term of this Agreement. In the event Customer and Securus exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

SECTION FOUR: PERFORMANCE AND MATERIALS BOND

A. Securus shall furnish a Performance and Materials Bond in the form of a bond acceptable to Customer executed by a surety company authorized to do business in the State of Missouri and listed in the Federal Register within 10 business days after notification of award of this Agreement and prior to any installation work or equipment delivery. The Performance and Materials Bond must be made payable to Jackson County, Missouri in the amount of $100,000.00 and will be retained during the full period of this Agreement and/or renewal terms.

B. In the event that Customer and Securus exercise the option to extend this Agreement for an additional period, Securus shall be required to maintain the validity and enforcement of the Performance and Materials Bond for the said period, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

SECTION FIVE: ITS REVENUE SHARE, PAYMENT, AND REPORTING

A. Securus will pay Customer a one-time supplemental payment of $200,000.00 payable upon Agreement execution.

B. Securus shall pay Customer 77% revenue share on all Gross Revenue generated by and through the ITS including but not limited to all collect, pre-paid, and debit inmate telephone calls excluding interlata/interstate and intralata/interstate Gross Revenue. Securus shall pay 0% revenue share on interlata/interstate and intralata/interstate Gross Revenue. Securus shall pay Customer 50% revenue share on all inbound voicemail messages. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus and in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), inbound voicemail messages, additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Securus.

C. During the Initial Term and any renewal terms of this Agreement, Securus agrees to pay Customer a monthly amount which shall be the greater of: ITS Minimum Monthly Guarantee ("MMG") in the amount of $50,000.00 and revenue share based calculated on Gross Revenue as specified above. Cost Reimbursement Payments shall not be included in the MMG.

D. Securus shall not reduce the total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Securus expense.

E. Any additional fees, aside from those specified in this Agreement, to be added to the called party's bill, paid by the calling party or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by Customer **prior to implementation**. Customer and Securus shall mutually agree on the method for compensation associated with the additional charges/fees due to Customer.

    1. Any additional charges/fees without the express written consent of Customer shall carry a fine of $350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.

    2. Customer shall notify Securus of any unapproved additional fees and/or charges of which Customer becomes aware. Customer shall provide Securus with an invoice for the total amount due, for which Securus shall remit payment to Customer within 30 days.

    3. Customer and Securus shall mutually agree whether or not the charges/fees are to remain:

        a. Should Customer and Securus mutually agree that the charges/fees will remain, Customer and Securus shall mutually agree on a compensation structure which will follow **Section Five – ITS Revenue Share, Payment, and Reporting, Subsection A.**

        b. Should Customer and Securus mutually agree that the charges/fees are to be discontinued, Securus shall refund, within 30 days, each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

F. Notwithstanding the foregoing, Gross Revenue does not include:

    1. A "Free" call shall be defined as a call not generating any revenue or compensation for Securus. Calls to telephone numbers that appear on the free call list supplied by Customer shall not generate revenue or compensation for Securus and shall not be eligible for revenue share to Customer. Only those numbers designated by Customer on the free call list and inmate telephones approved by Customer shall process free calls, shall be marked as "Free" in the ITS and designated as such in the Call Detail Records. In the event Securus receives revenue, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue share to Customer. In the event Securus completes unauthorized free calls, Securus shall be subject to liquidated damages in the amount of $2.00 per completed, unauthorized free call.

    2. Pre-Paid Collect Funding Fees – Pre-paid collect funding fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Securus or its third party contractor (i.e Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect funding fees must be approved by Customer and are subject to the penalty described above if not approved by Customer in advance. The amount of the funding fee approved by Customer is specified in **Attachment C.**

    3. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

    4. Complimentary calls associated with Securus' pre-paid collect program are not eligible for revenue share. Securus shall process 1 complimentary call(s) a unique telephone number every 14 days. Complimentary calls shall be designated as such in the call detail records.

G. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and eligible for revenue share regardless if Securus can bill or collect revenue on the call.

H. Securus may, upon request from Customer, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Securus is solely responsible for obtaining a resale certificate from the commissary provider. Securus is responsible for obtaining all proper documentation from the commissary provider. Securus' agreement with the commissary provider must address the requirements set forth in this section.

I. Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from usage and is payable under **Section Five - ITS Revenue Share, Payment, and Reporting.**
   1. On or before the 5th day following the month of traffic, Securus shall submit a monthly invoice and corresponding inmate debit purchase report to Customer and/or it Designated Agent for the full amount of the debit purchase (less any issued refunds) for the prior traffic month.

J. Securus agrees that Customer will not bear any responsibility for unbillable, uncollectible or fraudulent calls. No monies shall be deducted from Gross Revenue or Customer's revenue share payments for unbillable, uncollectible or fraudulent calls. Any deviation from this process may cause Securus to forfeit the Performance and Materials Bond, in part or in full, at the discretion of Customer.

K. Securus shall impose a monthly collect threshold of $100.00 per each unique telephone number. Securus shall not decrease the collect threshold without Customer's express written consent.
   1. Unauthorized changes are subject to liquidated damages of three- hundred and fifty dollars ($350.00) per day from the day the unauthorized change was implemented through the date Securus discontinues the unapproved change(s).
   2. Any enforced fines/liquidated damages will be invoiced by Customer to Vendor. Payments due Customer for the invoiced amount(s) shall be due within thirty (30) days of Vendor's receipt of the invoice.

L. Securus shall provide Customer with one coin pay phone in the lobby of the Jackson County Detention Center Facility and pay Customer a flat monthly revenue share of $15.00. Securus shall charge the rates for the use of the coin pay phone as specified in **Attachment C**.

M. Securus shall provide revenue share payments and traffic detail reports to Customer and/or its Designated Agent on or before the 25th day of the month following the month of traffic. Revenue share payments shall be sent via wire transfer and traffic detail reports shall be sent electronically in Comma Separated Values (CSV) format to Customer or its Designated Agent.

N. Traffic detail report(s) shall include a detailed breakdown of all traffic, including but not limited to all collect, debit and pre-paid calls for each inmate telephone or inmate telephone station at the Facilities. This requirement is applicable for any ITS equipment and/or feature that may be

installed by Securus. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types:

1. Facility Name;
2. Facility Identification Number/Site Identification Number;
3. Automatic Number Identifier ("ANI");
4. Inmate Telephone Station Port/Identifier;
5. Inmate Telephone Location Name;
6. Local Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
7. Intralata/Intrastate Calls, Minutes. Gross Revenue and Revenue Share (Per Inmate Telephone);
8. Interlata/Intrastate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
9. Intralata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
10. Interlata/Interstate Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
11. International Calls, Minutes, Gross Revenue and Revenue Share (Per Inmate Telephone);
12. Inbound Voicemail Messages, Gross Revenue and Revenue Share;
13. Total Calls, Voicemail Messages, Revenue and Revenue Share (Per Inmate Telephone); and
14. Traffic Period and Dates.

O. Securus shall provide daily raw Call Detail Records ("CDRs") the next business day following the day of traffic and monthly billing files to Customer no later than the 25th day of the month following the month of traffic.

P. Securus shall provide monthly billing files in the raw and unedited EMI format (with all fields and content) which Securus uses to prepare and submit the records to the LEC for billing (at a minimum in the 010101, 425001 and/or 425016 record format) to the called party. The billing files shall apply, without limitation, to all collect calls completed from the Facilities and all miscellaneous charge records such as UAF, Universal Service Fee, Gross Receipts Tax, etc. When requested, the billing files shall be accompanied by a complete file map and complete field legend. Securus will include the Facility site ID within the billing files. The billing files, in EMI format, shall contain all fields that are legally permitted to be released , with the content of said fields in the exact format and exact content as those files prepared to be submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall include, but not limited to, the following fields:

1. Record Identifier;
2. Facility Identification Number;
3. From ANI;
4. To ANI;
5. Minutes of Use;
6. Date(yymmdd);
7. Connect Time (hhmmss);
8. Billable Time (hhmmss);
9. Multiple Rate Indicator;
10. Originating City;
11. Originating State;
12. Rounded Bill Time Indicator;
13. Bill City;
14. Bill State;

15. Bill Number;
16. LATA ID;
17. Settlement Code;
18. Message Type;
19. Charge Amount;
20. Specialized Calling Indicator;
21. Tax Exempt Indicator;
22. Rate Period; and
23. Rate Class.

Q. The daily raw CDRs shall contain all calls (both attempted and completed) which originate from the Facilities for each day and each time of the day for the period for which said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:

Req. #	Description
1	JDE – Site ID
2	FACILITY – Site Name
3	BATCH – Export Batch Number
4	PORT – Port call made from
5	STATION – Station call made from
6	ORIGANI – Originating ANI
7	BTN – Terminating ANI
8	START – Call Start (yyyy-mm-dd hh:mm:ss) Format
9	END – Call End – Call Start (yyyy-mm-dd hh:mm:ss) Format
10	SECONDS – Call length in seconds
11	COMPLETED FLAG – Call Complete (0,1)
12	CALLTYPE – (Accepted / Pre-paid Collect/ Debit / Free, etc.)
13	COST – Call Cost
14	DEST CLASS – Destination Class Code (Local, Intralata/Intrastate, Interlata/Interstate, etc.)
15	FROM CITY – City call placed from
16	FROM STATE – State call placed from
17	TO CITY – City call placed to
18	TO STATE – State call placed to
19	EXPORT DATE – Date call exported
20	TERM REASON – Termination Status
21	AGENCY TYPE ID – Agency
22	INMATE ID – Inmate ID
23	CDR PIN – Inmate PIN
24	CALL TAX AMT – Tax
25	THIRD PARTY PIN – Pre-Paid Calling Card ID Number
26	LIDB Status

R. Securus shall provide a miscellaneous charges/fees report which shall include a breakdown of all

charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Agreement, including but not limited to: single call fee(s), pre-paid funding fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s), etc. regardless of whether the charge/fee was assessed directly by Securus or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:

1. Recurring Charge Type;
2. Charge Date;
3. Billing Method;
4. Charge Amount;
5. Site ID;
6. From ANI;
7. To ANI.

S. Revenue share discrepancies must be resolved by Securus, and to Customer's reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from Customer and/or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges, as described below and/or termination of this Agreement at the sole discretion of Customer. Customer further retains the right to pursue any other legal remedies it deems necessary.

T. Revenue share payments, daily CDRs, traffic detail reports, billing files, and/or reports not containing the required fields, as identified in **Section Five - ITS Revenue Share, Payment, and Reporting, Subsections Q, R, and S,** received by Customer or its Designated Agent after the due date are subject to late charges and/or liquidated damages. The due date for all payments and monthly reporting is the 25th day of the month following the month of traffic.
   1. Late charges and/or liquidated damages for revenue share payments shall be equal to 5% per month of the revenue share due.
   2. Late charges and/or liquidated damages for reporting shall be a fee of $750.00 per month for each report not received by the 25th day of the month following the traffic month or for reports that do not contain all of the fields and information identified in **Section Five - ITS Revenue Share, Payment, and Reporting, Subsections Q, R, and S.**
   3. Late charges and/or liquidated damages for daily CDR reporting shall be a fee of $100.00 per day for any daily CDR reports not submitted by Securus, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, Customer will allow Securus 1 business day to provide the report(s) or corrected report(s). Should Securus fail to remedy the reporting issues to the satisfaction of the Customer, the Customer may impose the daily fine until the report issue is resolved by Securus.
   4. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late fees and fines for all three shall apply.

U. Cost Reimbursement Payment
   1. Customer currently utilizes ITS commissions to recoup some but not all administrative and operational costs for its Facilities. Under this Contract, Customer shall recoup from Securus certain administrative and operational expenses incurred in providing inmate telephone services ("Cost Reimbursement Payment"). The current Cost Reimbursement Payment is $6,000.00 per month and shall be due and payable as outlined in **Section Five – ITS Revenue Share, Payment, and Reporting.**

2. Should a material change in the rules or policies of the FCC or the Missouri Public Service Commission applicable to ITS occur following the execution of the Agreement, which change affects (a) the ITS rates permitted to be charged by Securus to inmates under the Agreement; (b) the right of Customer or Securus to recover its ITS costs; or (c) the ability for Customer to require Securus to pay to Customer revenue share, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at the Customer's request, Securus and Customer will negotiate in good faith regarding an amendment to the Agreement reasonably acceptable to Customer that enables Customer to fully recover its ITS costs in a manner compliant with the change in the FCC's ITS rules or policies . If Securus and Customer are unable to mutually agree on such an Agreement amendment within thirty (30) days of the Customer's request, then Securus or Customer may terminate the Agreement at its sole discretion and without penalty or liability, to Customer, and Customer may select another ITS provider.

SECTION SIX: VVS REVENUE SHARE AND REPORTING

A. Securus shall not pay Customer a revenue share on all VVS Gross Revenue generated by and through the Video Visitation System. VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus and in any way connected to the provision of video visitation service pursuant to this Agreement. VVS Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors for the completion of all remote video visitation sessions, or any other compensation received by Securus for the completion of all remote video visitation sessions.

B. Notwithstanding the foregoing, VVS Gross Revenue does not include the following items:
   1. A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Securus. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Securus and shall not be eligible for revenue share to Customer. Only those visitors or inmates designated by Customer to process "free" video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records. In the event Securus collects any revenue or compensation, notwithstanding the source, from any third party related to a completed/scheduled video visitation session, such amounts shall be included in Gross Revenue and eligible for revenue share to Customer.
   2. VVS monitoring recoupment fee defined as $2.00 fee that is included in the VVS rate for each remote VVS session only and be paid by the visitor and then retained by Securus for the purposes of monitoring remote VVS sessions. If Customer elects to remove the VVS monitoring feature through Securus' Guarded Exchange service, the $2.00 fee will be removed from the VVS rate.
   3. Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

C. Any additional fees to be charged to external parties for inmate video visitation sessions from the Facilities must be approved by Customer prior to implementation.
   1. Customer shall notify Securus of any unapproved additional fees and/or charges associated with the VVS of which Customer becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Section Eight - Rate Requirements, Subsection F, Item 1.**

2.	Should Customer and Securus mutually agree that the charges/fees are to be discontinued, Securus shall refund each visitor for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued

D.	A remote video visitation session is deemed complete, billable and considered part of Gross Revenue (as described above), when a video visitation session is scheduled and a connection is made between the inmate and the visitor.

E.	Payments (if applicable) and reports for video visitation sessions are due to Customer on or before the 25th day of the month following the activity/session month.

F.	Securus shall provide monthly video visitation detail reports, in CSV format, which shall include a detailed breakdown of the activity for all revenue generating video visitation sessions, including but not limited to. Securus will provide a separate report for onsite and free video visitation sessions.
1.	Facility Name;
2.	Facility Identification Number/Site Identification Number;
3.	VVS Station Identifier;
4.	VVS Station Location Name;
5.	Facility to Facility Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
6.	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
7.	Total Video Visitation Sessions, Minutes Gross Revenue; and
8.	Traffic Period and Dates.

G.	Usage detail reports, or reports not containing the required fields, received by Customer after the date specified above are subject to liquidated damages as specified in **Section Five - ITS Revenue Share, Payment, and Reporting, Subsection T.**

H.	Except as noted in **Section One – Securus Responsibilities, Subsection B,** Securus shall absorb all costs of providing video visitation, both onsite and remote, including the provision of necessary bandwidth, fee collection and accounting.

SECTION SEVEN: TABLET REVENUE SHARE, PAYMENT, AND REPORTING

A.	Tablet Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Securus and in any way connected to the provision of Tablets pursuant to this Agreement. Tablet Gross Revenue includes, by way of example and not limitation, the following; all per minute fees, application charges, equipment costs and any additional fees charged to the end-user or inmate and any other compensation received by Securus relating to the Tablets.

B.	Notwithstanding the foregoing, Gross Revenue does not include the following items:
1.	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Securus. Approved Tablet transactions or applications shall not generate any revenue or compensation for Securus and shall not be eligible for revenue share to Customer. Only those transactions or applications designated by Customer as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records. In the event Securus collects any revenue or compensation, notwithstanding the source, from any third party related to Tablet transactions or

applications, such amounts shall be included in Gross Revenue and eligible for revenue share to Customer.

2. Tablet rental fees in the amount of $20.00 paid monthly by the end-user or inmate.

3. Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

C. Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by Customer prior to implementation. Customer and Securus shall mutually agree on the method for compensation associated with the additional charges/fees due to Customer.

D. Any changes to the amount(s) charged to end-users or inmate for the use of Tablets or Tablet applications at the Facilities must be approved by Customer prior to implementation. Customer and Securus shall mutually agree on the method for compensation associated with the additional charges/fees due to Customer.

1. Customer shall notify Securus of any unapproved additional fees and/or charges associated with the Tablets of which Customer becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Section Eight - Rate Requirements, Subsection F, Item 1.**

2. Should Customer and Securus mutually agree that the charges/fees are to be discontinued, Securus shall refund each end-user for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

3. Should Customer and Securus mutually agree that the charges/fees will remain, Customer and Securus shall mutually agree on a method for compensation.

E. Payments and reports for Tablets are due to Customer on or before the 25th day of the month following the month of activity.

F. Securus shall provide monthly Tablet detail reports/records, in CSV format, which shall include a detailed breakdown of electronic messaging, music, eBooks, videos, games and any other activity for all Tablets, including (if applicable) but not limited to:

1. Facility Name;
2. Facility Identification Number/Site Identification Number;
3. Facility Address, Street, City, State, and Zip;
4. Tablet Identifier (where applicable);
5. Number of Transactions for Each Transaction Type (Per Tablet);
6. Minutes of Usage for Each Application Type (Per Tablet);
7. Gross Revenue for Each Transaction/Application (Per Tablet);
8. Revenue Share Rate;
9. Total Revenue Share Amount (Per Tablet);
10. Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
11. Traffic Period and Dates.

D. In the event that the proof of concept is approved for full deployment upon completion of the evaluation, the parties agree to amend this Agreement to document the specific reporting requirements for the applicable Tablet model.

G. Except as noted in **Section One – Securus Responsibilities, Subsection B** of this Agreement, Securus shall absorb all costs of providing Tablets including the provision of necessary

bandwidth, wiring, fee collection and accounting.

1. Revenue share payments, usage detail reports, or reports not containing the required fields, received by Customer after the date specified above are subject to liquidated damages as specified in **Section Five - ITS Revenue Share, Payments, and Reporting, Subsection T.**

SECTION EIGHT: RATE REQUIREMENTS

A. Both Securus and Customer have mutually agreed upon the rates and fees for inmate telephone calls and inbound voicemail messages as detailed in **Attachment C.** Calling rates shall be defined as the combined cost of surcharges, per minute rates and any additional fees charged to the called party or inmate and must be in compliance with applicable regulations and laws. Any and all charges and/or fees for all collect, debit and pre-paid inmate telephone calls and inbound voicemail messages are identified in **Attachment C.** It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.

B. Both Securus and Customer have mutually agreed upon the rates and fees for remote VVS sessions as detailed in **Attachment C.**

C. Both Securus and Customer have mutually agreed upon the rates and fees for Tablets as detailed in **Attachment C.**
   1. Monthly Tablet Rental;
   2. Electronic Messaging;
   3. Music;
   4. Games;
   5. Videos; and
   6. Movies.

D. Before any new rate increases or decreases for inmate telephone calls, inbound voicemail messages, remote VVS sessions or Tablet usage are implemented, Securus must submit a written request to receive approval from Customer. Customer will respond in writing to Securus' request.

E. If Securus decreases the rates (ITS, VVS or Tablets) without the written approval of Customer, Securus shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the rates (ITS, VVS and Tablets) prior to the unapproved change.

F. If Securus increases the rates (ITS, VVS and Tablets) without the express written approval of Customer, Securus shall be responsible for paying a revenue share on the Gross Revenue calculated by applying the increased rates. Securus must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to Customer as documentation. Customer will not issue a refund of revenue share paid to Securus for unapproved rate increases. If Securus is unable to issue refunds and/or provide the required documentation, Securus shall issue a payment to Customer as concession. The payment amount shall be in the amount of Securus' portion of the Gross Revenue generated from the overbilled calls, voicemail messages, remote VVS sessions or Tablet transactions/applications.

G. Should Securus alter the calling rates to complete a call, Securus shall incur a fine of $2.00 per call completed at the altered calling rate. Customer shall notify Securus of any unapproved altered

calling rates of which Customer becomes aware and shall provide Securus with an invoice for the total fine due, for which Securus shall remit payment to Customer within 30 days.

H. Securus shall implement any rate adjustments requested by Customer within 10 calendar days of said request for ITS, VVS or Tablets. Customer recognizes that adjusting rates may be subject to regulatory approval.

I. Securus shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The calling rates for both Domestic International and International are specified in **Attachment C**.

J. Securus shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.

K. During the call rating process, Securus shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION NINE: RECONCILIATION

A. From the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, Customer shall have the right to examine and/or reconcile Securus' information (records, data, compensation records) pertaining to any and all services provided under this Agreement.

B. Securus shall maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share for the ITS were derived. The records shall include all CDRs, EMI billing files, miscellaneous charges/fees reports, pre-paid card sales and associated invoices, debit usage/purchase reports and associated invoices and revenue share reports during the term of the Agreement.

C. Securus shall maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share for the VVS and Tablet services were derived. The records shall include usage, purchases and revenue sharing reports during the term of the Agreement.

D. Customer, at its discretion, reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Customer's sole choice.

SECTION TEN: OWNERSHIP OF PROPERTY

A. All inmate and pay telephones, video visitation units, tablets, charging devices, and other equipment, fixtures and supplies furnished by Securus as part of the inmate telephone system shall remain the property of Securus. Upon termination or expiration of this Agreement, Securus' entry to the Facilities to remove its property is subject to approval of the Customer.

B. Customer agrees that Securus has the right to defend or at its option to settle, and Securus agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against Customer on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by Securus to Customer under this Agreement. Securus agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against Customer on such issue in any suit or proceeding defended by Securus. Customer agrees to notify Securus promptly in writing of any such claim, suit, or proceeding, and at Securus' expense, gives Securus proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by Securus to Customer becomes, or in the opinion of Securus may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, Securus may, at its option and its expense: (1) procure for Customer the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to Customer, or (3) suitably modify such product or part to render them non-infringing while retaining like capability, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by Customer. In the event Securus is unable to perform any of the above, Customer may terminate this Agreement upon prior written notice to Securus. Securus shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to Customer by Securus, or (2) the modification of such product or part unless such modification was made by Securus, or (3) the use of such product or part in manner for which it was not designed.

C. Securus shall not be liable for any cost, expense, or compromise, incurred or made by Customer in conjunction with any issue of infringement without Securus' prior written authorization. The foregoing defines the entire warranty by Securus and the exclusive remedy of Customer with respect to any alleged patent infringement by such product or part.

D. Securus grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Securus implements in its sole discretion (the "Updates") and in accordance with **Attachment A, Section Twenty - Upgrades and Performance Process** of this Agreement. Updates do not include additional products. Securus shall ensure that Customer has the most updated versions of the ITS. Customer's rights to use any third-party software product that Securus provides shall be limited by the terms of the underlying license that Securus obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the applications at the Facilities. Customer will not (i) permit any parent, subsidiary, or affiliated entity to assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (ii) process or permit to be processed any data of any other party with the Software, (iii) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (iv) connect the Software to any products that Securus did not furnish or approve in writing, or (v) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States.

E. The ITS and the applications, and related CDRs, data, and information shall at all times remain Securus' sole and exclusive property unless prohibited by law, in which event, Securus shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for 2 years after the termination of this

Agreement, Securus will provide Customer with access to the complete CDRs. Securus (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to the applications, the ITS, and Securus' other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Securus and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

F. For services related to Securus providing the ITS applications which allow Customer to monitor and record inmate calls, Securus makes no representation or warranty as to the legality of recording or monitoring inmate calls. During the term of this Agreement, Securus shall provide Customer access to all call recordings through a workstation provided by Securus and as specified in **Attachment A, Section Eleven – ITS Monitoring and Recording Requirements**. Securus shall also provide Customer with the same method to access all call recordings for the term of this Agreement or the length of time required by Customer's contracting agency providing the inmates at the Facilities. Upon termination of this Agreement, Securus shall provide access to the call recordings for the period required by Customer's contracting agency providing the inmates or for a minimum of 2 years. Customer may require an extended period beyond the 2 years in order for Customer to meet specific storage requirements set forth by an agency providing inmates to Customer. Customer shall specify such extensions by providing Securus written notification identifying the Facilities and length of storage required. The additional storage shall be granted at no additional cost to customer. Further, Customer retains custody and ownership of all call recordings. Customer grants Securus a perpetual limited license to compile, store, and access recordings or inmate calls for purposes of (i) complying with the requests of officials at the Facilities, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls with their attorneys or to recordings protected from disclosure by other applicable privileges.

SECTION ELEVEN: SECURUS' STATUS

Securus shall work as an independent contractor and not as an employee of Customer. Securus shall be subject to the direction of Customer only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Securus shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of Customer except as required by this Agreement.

SECTION TWELVE: MERGERS/ACQUISITIONS

A. Except with respect to an equity sale, transfer, or other transaction where Securus continues to operate as the same legal entity, should Securus seek to exist as a legal entity as a result of a merger, acquisition by another entity, or other transaction, the following documents must be submitted to Customer:

1. Corporate resolutions prepared by Securus and the new entity ratifying acceptance of the original Agreement, terms, conditions and processes;
2. New Federal Identification Number (FEIN); and
3. Other documentation as may reasonably be required by Customer.

SECTION THIRTEEN: ASSIGNMENT

Except for the furnishing and transportation of materials, Securus shall not sublet, sell, transfer, assign, or

otherwise dispose of any portion of this Agreement to any individual, firm, or corporation without written consent of Customer. This consent of Customer will not be given unless, and until Securus has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to Customer, together with a complete copy of the subcontract if so requested by Customer. The subcontract shall bind the subcontractor to comply with all requirements of this Agreement including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Agreement may be made only upon written consent of Customer.

SECTION FOURTEEN: TERMINATION/DEFAULT

A. In the event Securus fails to perform, keep and observe any of the terms, covenants and conditions of this Agreement, Customer shall give Securus written notice of such default and in the event said default is not remedied by Securus to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer, at its sole discretion, may terminate this Agreement.

B. This Agreement between Customer and Securus may be terminated by Customer upon 90 days written notice from Customer to Securus without penalty. The period referred to in **Attachment A, Section Four –Transition** will begin upon the termination of this Agreement.

C. Should Securus for any reason, except in the case of force majeure **Section Seventeen – Force Majeure**, become unable to complete the work required by this Agreement, Customer may, at its sole discretion, call for the Performance and Materials Bond due in part or full for such non-performance, and/or as liquidated damages.

SECTION FIFTEEN: LIABILITY

A. LIMITATION OF LIABILITY - CUSTOMER SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS ARISING OUT OF OR IN ANY WAY RELATED TO ANY EQUIPMENT, PRODUCT, OR SERVICE PROVIDED BY SECURUS, PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL SECURUS HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS ARISING OUT OF OR IN ANY WAY RELATED TO ANY EQUIPMENT, PRODUCT, OR SERVICES PROVIDED BY SECURUS PURSUANT TO THIS AGREEMENT.

B. DISCLAIMER OF WARRANTIES - SECURUS' OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. SECURUS DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY EQUIPMENT, PRODUCT OR SERVICE PROVIDED BY SECURUS PURSUANT TO THIS AGREEMENT.

SECTION SIXTEEN: INSURANCE AND INDEMNIFICATION

Securus shall indemnify, and hold harmless Customer and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees arising out of or resulting from any acts or omissions in connection with the

operations or work included or undertaken in the performance of this Agreement, caused in whole or in part by Contractor, its employees, agents or subcontractors, or caused by others for whom Securus is liable, regardless of whether or not caused in part by any act or omission of Customer, its agencies, officials, officers or employees. Notwithstanding the foregoing, Securus shall have no liability for claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, caused solely or intentionally by Customer or any of its agencies, officials, officers or employees. Securus' obligations under this section with respect to indemnification for acts or omissions of Customer, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Securus is required to procure and maintain under this Agreement. Insurance shall be procured and maintained by Securus as described in **Attachment D** of this Agreement.

SECTION SEVENTEEN: FORCE MAJEURE

Neither Customer or Securus shall be responsible or liable to the other for delays or inability to act or perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, acts of civil authority, acts of civil disobedience, fire, storm, lightning, flood, tornado, acts of war or terrorism, strikes, theft of equipment, vandalism, changes of law, regulatory rules or requirements affecting the ability of either Customer or Securus to reasonably carry out its obligations under this Agreement.

SECTION EIGHTEEN: NOTICE

Any notice which either Party shall be required by this Agreement to give the other shall be supplied in writing in electronic format and/or delivered by mail to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

Jackson County, Missouri
ATTN: Troy Thomas, Director of Finance and Purchasing
415 East 12th Street, Room 105
Kansas City, MO 64106

Securus Technologies, Inc.
ATTN: General Counsel
4000 International Parkway
Carrollton, Texas 75007

SECTION NINETEEN: LAW AND REGULATORY RULES

A.   **Interpretation** - This Agreement shall be interpreted under, and governed by, the Laws of the State of Missouri. The parties hereto agree that any action relating to this Agreement shall be instituted in the State of Missouri.

B.   **Severability** - If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.

C.   **Entirety, Waiver, and Modification** - This Agreement, together with any Attachment(s), Addenda and/or Exhibits(s), represents the entire understanding between Customer and Securus (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. In the event of a conflict between provisions of this Agreement, or an ambiguity in this Agreement, the following documents may be referred to, in the order listed, to resolve the conflict or clarify the ambiguity:

1.) Customer's RFP and any amendments or addenda; and 2.) Securus' RFP Response and Pricing dated December 6, 2016. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

SECTION TWENTY: CONFIDENTIALITY

A. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

B. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

C. All of the Customer's obligations under this Section Twenty are subject to the Missouri Open Records Act.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Jackson County

Authorized Signature

Q. Troy Thomas
Typed or Printed Name

Chief Financial Officer
Title

Date

Securus Technologies, Inc.

Authorized Signature

Robert Pickens
Typed or Printed Name

President
Title

9-25-12
Date

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

ATTACHMENT A
SECURUS RESPONSIBILITIES
&
INMATE COMMUNICATIONS SERVICES FEATURES AND FUNCTIONALITIES

1. GENERAL REQUIREMENTS

1.1   Securus shall furnish, install and maintain inmate telephones, video visitation stations and correctional-grade tablets for use by inmates at the Customer's Facilities listed in **Attachment B**. Securus shall provide all communication services to the inmates utilizing Securus' ITS, VVS, and Tablets in accordance with those requirements and provisions set forth in this Attachment and this Agreement.

1.2   Securus shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. Securus shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.

1.3   Securus shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, to Customer, and Customer to its employees and all subcontractors, to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of Securus' personnel involved. Customer may require, at Securus' expense, drug testing of Securus' personnel if no drug testing records exist or if such test results are older than 6 months.

2. SECURITY CLEARANCE

2.1   All Securus employees shall obtain, at Securus' cost, the appropriate personnel background security clearance prior to arrival at the Facilities. The security clearance shall be completed by Customer – Human Resources Department. Securus shall ensure compliance of appropriate rules of conduct. Additionally, all Securus employees will comply with Customer's policies and procedures. Entry to either facility is subject to the approval of the facility.

3. SINGLE POINT OF CONTACT

3.1   Securus shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Securus shall provide Customer and its Designated Agent with contact information for the AE which shall include a local telephone number, mobile number, fax number and email address, for inmate telephone service issues.

4. TRANSITION

4.1   Upon expiration, termination, or cancellation of this Agreement, Securus shall accept the direction of Customer to ensure inmate communication services are smoothly transitioned/transferred. At a minimum, the following shall apply:
    4.1.1   At no cost to Customer, Securus shall supply 1 workstation for each facility listed in **Attachment B** containing all which shall become the property of Customer after expiration, cancellation or termination of this Agreement to allow Customer access to all CDRs, call recordings (including voicemail messages), video visitation recordings, Tablet transactions/activity, documentation, reports, data and etc.
    4.1.2   Securus shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. Securus agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of

this Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date.

4.1.3   Revenue share payments shall be due and payable by Securus to Customer at the compensation rate(s) provided in this Agreement until collect, debit and/or pre-paid calls, video visitation sessions, voicemail messaging and Tablet services are no longer handled by Securus.

4.2   Securus agrees that all CDRs, call recordings (including voicemail messages), video visitation session recordings, Tablet transactions/activity, documentation, reports, data, etc. contained in the ITS, VVS and Tablets are the property of Customer. Customer acknowledges that the ITS, VVS and Tablet hardware and software are the property of Securus.

4.3   All inside wiring to the physical inmate telephones, video visitation stations, and wireless access points shall become the property of Customer at the conclusion of this Agreement. Securus agrees to remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling/wiring associated with all inmate communication services.

5. IMPLEMENTATION

5.1   Securus shall work with Customer, and/or its Designated Agent, and the incumbent telephone service provider to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.

5.2   Initial installations for the ITS must be completed within 42 days of the effective date of the Agreement between Customer and Securus. Initial installations for the VVS must be completed within 63 days of the effective date of the Agreement between Customer and Securus. Initial installations for the Tablets shall be completed within 120 days of the effective date of the Agreement. Implementation plans will become a part of the Agreement and must be followed.

5.2.1   If any portion of an installation for the ITS, VVS or Tablets is not completed within the timeframe allowed in the agreed-upon implementation plan, Securus may incur liquidated damages in the amount of $500.00 for each day beyond the installation date until the installation is complete. However, Securus shall not incur liquidated damages if the cause of the delay is beyond Securus' reasonable control.

5.2.2   Should Securus incur liquidated damages, Customer will invoice Securus. Payment of the invoice shall be made to Customer within 30 days of Securus' receipt of the invoice.

6. GENERAL INSTALLATION REQUIREMENTS

6.1   Securus shall be responsible for all costs associated with the installation of the ITS, VVS and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, network and transmission and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.

6.2   Securus' ITS, VVS, and Tablets shall not be configured to reside on or use Customer's network.

6.3   Securus shall install/mount all ITS, VVS, and Tablet equipment in accordance with Customer's requirements.

6.4   Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facilities is at the risk of Securus. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Securus becomes Customer's property upon termination and/or expiration of the Agreement.

6.5   Securus agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facilities' maintenance personnel.

6.6   Securus shall be responsible for installing all new infrastructure including (without limitation) wiring, cabling and network circuits at no cost to Customer to support the provision of the outlined services.

6.7   Securus agrees to obtain Customer's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.

6.8   Securus shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the ITS, VVS, and Tablets.

6.9   Securus shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS, VVS, and Tablets to ensure there is no loss of audio or visual recordings or real time call data in the event of a power failure. The UPS shall support at least 30 minutes of ITS, VVS and Tablet activity.

6.10   Installation of all telephones, cabling, video visitation stations, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility Administrator.

6.11   Securus shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by Customer, no equipment, inventory or spare parts shall be stored by Securus at the Facility.

6.12   Securus shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS, VVS, or Tablets, including repairs to walls, ceilings, etc.

6.13   Securus shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for the ITS, VVS, or Tablets.

7. SYSTEM SPECIFIC INSTALLATION REQUIREMENTS

7.1   **ITS Installation**

7.1.1   Securus shall be responsible for all costs associated with the ITS, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, network and transmission and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.

7.1.2   All telephone equipment provided shall be fully operational at the time of the initial installation.

7.1.3   The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is

specified in **Attachment B.** Securus shall install all new telephone equipment and shall comply with the following:

7.1.3.1   All telephone equipment shall be powered by the telephone line, not require an additional power source. A power source will be available at the demarcation location.

7.1.3.2   The telephones must not contain any exterior removable parts.

7.1.3.3   All telephone sets shall include volume control.

7.1.4   Securus shall place placards containing dialing instructions in English, Spanish and Braille on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.

7.1.5   Securus shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Securus upon Customer's request and at no cost.

7.1.6   At no cost to Customer, Securus shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. This includes a newly constructed or expanded Facility.

7.1.6.1   If the installation of the additional inmate telephones is not completed within 30 days, Securus may incur liquidated damages in the amount of $500.00 for each day beyond the 30-day installation date until the installation is complete. However, Securus shall not incur liquidated damages if the cause of the delay is beyond its reasonable control.

7.1.6.2   Should Securus incur liquidated damages, Customer will invoice Securus. Payment of the invoice shall be made to Customer within 30 days of Securus' receipt of the invoice.

7.1.7   Securus shall install, repair and maintain all Securus provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Securus provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Securus.

7.1.8   Upon completion of the initial installation and any ongoing installations, Securus shall provide Customer with a list of telephone numbers, equipment specifications and locations of each device.

7.2   **VVS Installation**

7.2.1   Securus shall provide Customer with the number of VVS workstation(s) specified in **Attachment B.** The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Securus shall also provide Customer the number of monitoring 46" or greater TVs specified in **Attachment B.**

7.2.2   At no cost to Customer, Securus shall install all new visitation stations and VVS related equipment. VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for inmate telephone sets as described in **Attachment B.** The number of inmate stations and visitor stations is detailed in **Attachment B.**

7.2.2.1   Customer may select between Securus' Phone and standard SVV stations.

7.2.2.2   The VVS stations shall include picture-in-picture viewing;

7.2.2.3   The VVS stations shall not include any removable parts;

7.2.2.4   The VVS stations shall include volume control; and

7.2.2.5   The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.

7.2.3   Upon installation of the VVS, Securus will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.

7.2.4   Upon completion of the initial installation and any ongoing installations, Securus shall provide Customer with a list of inmate and visitor video visitation stations, specifications, and location of each unit.

7.2.5   Securus shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.

7.2.6   Video visitation rate flyers and/or additional video visitation related information shall be provided by Securus upon Customer's request and at no cost.

7.2.7   At no cost to Customer, Securus shall install additional VVS stations (inmate and visitation), including monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facilities.

    7.2.7.1   If the installation of the additional VVS Station is not completed within 30 days, Securus may incur liquidated damages in the amount of $500.00 for each day beyond the 30-day installation date until the installation is complete. However, Securus shall not incur liquidated damages if the cause of the delay is beyond its reasonable control.

    7.2.7.2   Should Securus incur liquidated damages, Customer will invoice Securus. Payment of the invoice shall be made to Customer within 30 days of Securus' receipt of the invoice.

7.2.8   The VVS shall not compromise Customer's local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.

7.3   **Tablets Installation**

7.3.1   At no cost to Customer, Securus shall provide the number of 7" Tablets and charging stations detailed in **Attachment B** and all of the related components (hardware, software, and network) required to allow inmates the use of the Tablets within the Facilities. Each charging cart shall be stainless steel construction and house up to 42 tablets.

7.3.2   Tablets shall be suitable for a correctional environment. Tablets must be durable and tamper resistant with no removable parts.

7.3.3   The camera on the Tablets shall be disabled.

7.3.4   Securus shall provide security features that prevent the inmate from accessing an external wireless network.

7.3.5   Securus shall make available correctional grade earbuds which will be (distributed with the Tablets, or sold by commissary). Replacement earbuds will be distributed/sold as required by Customer.

    7.3.5.1   Securus shall ensure earbuds are designed in accordance with typical correctional security with environmental concerns, including suicide prevention.

7.3.6   Placards containing Tablet instructions in English and Spanish shall be placed adjacent to all Tablet charging stations (as applicable). Securus shall replenish placards at the request of Customer or on an as-needed basis at no cost to Customer.

7.3.7   Placards containing Tablet instructions in English and Spanish shall be placed in each housing location. Securus shall replenish placards at the request of Customer or on an as-needed basis at no cost to Customer.

7.3.8   Securus shall provide informational flyers/posters outlining all Tablet services/offerings and the cost of these services to post at Customer's Facilities at no cost to Customer.

7.3.9   Prior to the initial implementation, and any time during the course of the Agreement, Customer reserves the right to review and approve the list of any and all applications accessible via the Tablets.

7.3.9.1   Securus shall prohibit access via Tablets to games that include 'multi-player' functionality, allowing inmates to interact with other human game users. Functionality of such games shall be limited to playing against "virtual" opponents/gamers.

7.3.9.2   Securus shall ensure that all approved games accessible through Tablets shall provide no mechanism for communicating with any other individual entity or individual, within or outside Customer's facility.

7.3.10   Securus shall install, repair, and maintain all Securus provided equipment, lines, servers, and networks, including but not limited to, any wiring and cable work required from the demarcation throughout the Facilities. All Securus provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Securus.

7.3.11   Securus agrees to repair and/or replace any damaged, malfunctioning or defective Tablets upon notification from Customer, at no cost to Customer.

7.3.12   Upon completion of the initial installation and any ongoing installations, Securus shall provide Customer with a list of Tablets, charging stations, equipment specifications, and location of each device.

8. ITS AND USER APPLICATION SPECIFICATION

8.1   Securus shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the ITS, including local, long distance, and international calling.

8.2   The ITS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.

8.3   Securus agrees to install and maintain the quantity of telephones, enclosures and/or pedestals etc. required by Customer and/or outlined in **Attachment B**.

8.4   Securus shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.9% of the time. Customer reserves the right to require Securus to revise its configuration to Customer's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Securus' ITS configuration installed by Securus result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Securus at no cost to Customer. At Customer's request, Securus shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by Customer.

8.5   The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephone sets installed must include volume control. Securus shall accept Customer's reasonable decision regarding whether the reception quality is acceptable.

8.6   Call acceptance by the called party shall be accomplished for all calls through caller confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive call acceptance.

8.7   The ITS shall recognize standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing and no voice from called party.

8.8   The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must

come on to prevent fraud or unauthorized dialing. Securus must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.

8.9   With each call, the ITS shall provide an automated message advising the called party that the call is coming from a specific inmate at the Facilities and that the call "may be monitored and recorded."

8.10   With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.

8.11   The ITS must repeat the options to the called party a minimum of 2 times during the initial call process.

8.12   The ITS shall allow inmate(s) to record their name only once and with the first call made by the inmate(s). The ITS shall allow the inmate(s) no more than 2 seconds to record their name. The recorded name shall be stored in the ITS and shall be played back with all subsequent call attempts.

8.13   The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. Customer reserves the right to request Securus to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within 30 days of the request.

8.14   The ITS shall process calls on a selective basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. At Customer's request, Securus agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.

8.15   ITS shall allow unlimited free local telephone calls from the intake/booking inmate telephones at each Facility at the initial time of booking. Free calls shall also be allowed from the inmate telephones located in KOS and KOR of the Facilities and as otherwise approved by the Customer. Free calls made from intake/booking, KOS and KOR are limited to 10 minutes per call.

8.16   The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call; however, the inmate shall be able to hear the progress on the called party side.

8.17   In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.

8.18   The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries. Additionally, the ITS user application shall allow query results to be exported in a format selected by Customer (.csv, PDF, Excel, etc.):
       8.18.1   Inmate Name (First, Last);
       8.18.2   Inmate PIN;
       8.18.3   Record Identifier;
       8.18.4   Date Range (Start Date/Time and End Date/Time);
       8.18.5   Facility;
       8.18.6   Called Number;
       8.18.7   Originating Number;
       8.18.8   Station Port;
       8.18.9   Station Name;
       8.18.10   Call Type;
       8.18.11   Bill Type;
       8.18.12   Duration;

8.18.13	Call Amount;
8.18.14	Flagged Calls;
8.18.15	Monitored Calls;
8.18.16	Recording Type;
8.18.17	Completion Type;
8.18.18	Termination Type;
8.18.19	Validation Result; ;
8.18.20	Phone Group; and
8.18.21	Custom Search.

8.19 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow Customer to export the reports in a format selected by Customer (.csv, PDF, Excel, etc.). Standard reports are as follows:

8.19.1	Call Statistics by Date Range;
8.19.2	Frequently Called Numbers;
8.19.3	Commonly Called Numbers;
8.19.4	Call Detail Report;
8.19.5	Gross Revenue Report by Date Range;
8.19.6	Facility Totals and Statistics;
8.19.7	Called Party/Number Accepting Report;
8.19.8	Fraud/Velocity Report;
8.19.9	Total Calls;
8.19.10	Calling List (PAN) Report;
8.19.11	Pre-Paid Card Report;
8.19.12	Debit Usage Report;
8.19.13	Debit Balance and Funding Report;
8.19.14	Bill and Call Type Distribution;
8.19.15	Phone Usage;
8.19.16	Reverse Look-Up;
8.19.17	User Audit Trail; and
8.19.18	Voice Verification.

8.20 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and/or its Designated Agent and Securus and at no cost to Customer.

8.21 The CDRs shall be stored in a minimum of 3 geographically separate locations to avoid any possible loss of call detail records.

8.22 The ITS shall store all CDRs online, including all attempts and completed calls, for the life of the Agreement. A copy of all CDRs shall be stored by Securus for a minimum of 7 years following the expiration of the Agreement.

8.23 Securus' ITS user application shall at a minimum allow:

8.23.1	Report generation to include the reports listed herein and all subsections.
8.23.2	The creation, modification and deactivation of user accounts;
8.23.3	The creation, modification and deactivation of inmate accounts;
8.23.4	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers (without the assistance of vendor);
8.23.5	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
8.23.6	Locating and accessing a specific recording by utilizing a unique recording/call identifier;

8.23.7   Block/unblock telephone numbers without the assistance of Securus; Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.

8.23.8   Program a specific speed dial code to selected telephone numbers as determined by Customer and at no cost to Customer and without the assistance of Securus; and

8.23.9   Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to Customer. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.

8.24   Securus shall provide Customer and its Designated Agent with access to its Facility Portal for the purpose of creating, viewing and tracking service tickets associated with the ITS or Facilities.

8.25   Securus shall ensure continuous diagnostics and supervision for call processing and call recording. Securus shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.

8.26   The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones in each housing unit which are accessible to persons in wheelchairs, devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Service (VRS) units.

8.26.1   Securus shall provide the number of TDD telephones and ports and VRS units specified in **Attachment B.** When available, Securus will make the VRS application available on the VVS units at the Facilities.

8.26.2   Customer requires that call controls configured in the ITS be preserved for TDD calls and VRS sessions;

8.26.3   Customer requires that TDD calls be recorded in ITS; and

8.26.4   Should ADA requirements change, Securus will comply with the new standards at no cost to Customer.

8.27   The ITS must offer the called party an option to receive a rate quote during the call set-up process.

8.28   The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by Customer, shall be provided at no cost to Customer. Securus shall accept Customer's direction for how pro bono calling services are configured via the ITS.

8.29   Securus shall have the capability to establish an informant line at no cost to Customer. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. If so requested by Customer, the destination for the informant line may be an automated voicemail box or an internal ITS speed dial/prompt. Playback of the informant calls shall be available via the ITS. Securus shall accept Customer's direction for how the informant line is configured through the ITS.

8.30   Securus shall work with Customer on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Securus shall:

8.30.1   Route free calls via the ITS to a destination provided and designated by Customer;

8.30.2   Provide a telephone line, at no cost to Customer, dedicated for the PREA calls to which the calls will be routed as free;

8.30.3   Securus shall allow Customer to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by Customer.

9. ITS SECURITY FEATURES

9.1   **The ITS shall prohibit:**
    9.1.1   Direct-dialed calls of any type;
    9.1.2   Access to a live operator for any type of calls;
    9.1.3   Access to "411" information service;
    9.1.4   Access to 800, 888, 877, 900, 911, and any other 900 type services;
    9.1.5   Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

9.2   The ITS shall prevent call collision or conference calling among telephone stations.

9.3   Securus' ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) out of service without affecting other telephones or telephone groups. Customer must be able to shut down the ITS via Securus' web-based application and/or by cut-off switches at several locations including, but not limited to:
    9.3.1   At demarcation location;
    9.3.2   By central control; and
    9.3.3   By select housing units.

9.4   The ITS shall prevent all inmate telephones from receiving any incoming calls. Securus shall work with the LEC to ensure such control.

9.5   Securus shall follow Customer's direction regarding the information displayed on the called party's caller ID each time a call from the Facility is placed. By default, Securus' customer service number shall be displayed on the called party's ID.

9.6   The ITS shall have a fraud prevention feature. At the request of the Customer, this feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.

9.7   The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call." Securus shall have the capability to play a message to the called party and inmates prior to terminating the call, in the event of three-way call detection.

9.8   The ITS shall allow the called party to block their telephone number during the call acceptance process.

9.9   The ITS shall be capable of allowing calls to specified numbers at specified times during the day.

9.10   The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is detailed in **Attachment B.**

9.11   In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

10. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

10.1   The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
    10.1.1   The ITS shall have the capability to provide collect, pre-paid, debit, free and speed dial calling utilizing a PIN;

10.1.2   PINs established for inmate use of the ITS shall be used by the inmates to access the VVS and Tablets;

10.1.3   The capability to receive, accept and apply alphanumeric character in an inmate's ID.

10.1.4   The ITS shall interface with the Facility Jail Management System (JMS). The JMS provider is Customer's internal legacy system, BARIS. Securus shall be responsible for creating an interface with the JMS to ensure it will be able to meet the PIN requirements listed below with the initial implementation. Customer shall not be responsible for paying any amounts associated with the required interface; and

10.1.5   The ITS shall be capable of accommodating any of the following options for how PINs are received and/or generated by the ITS:

    10.1.5.1   JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;

    10.1.5.2   JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;

    10.1.5.3   JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or

    10.1.5.4   The ITS, without an interface with the JMS, auto-generates the complete PIN;

    10.1.5.5   The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Respondent; and

    10.1.5.6   The ITS accepts a manually entered PIN.

10.1.6   The ITS-JMS interface shall support a real-time or near real-time interface with data transfers not to exceed every 15 minutes. This will facilitate the transfer, activation, and deactivation of the inmate PINs in the ITS based on the inmate's custody status. At a minimum, the required data to be transferred is as follows:

    10.1.6.1   Inmate ID;

    10.1.6.2   Inmate First and Last Name;

    10.1.6.3   Inmate Housing Location; and

    10.1.6.4   Inmate Custody Status (i.e. active/inactive, etc.)

10.1.7   Customer currently utilizes a 9-digit PIN comprised of the 5-digit Inmate Sequence Number and the last 4-digits of the inmate's Social Security Number. Customer prefers to maintain this PIN combination.

10.1.8   PINs shall not be required for booking/intake phone(s) and the phone in KOS or KOR.

10.1.9   Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities. Inmates shall also be allowed to use the activated PIN to use VVS stations and Tablets at the Facilities. The ITS shall be capable of transferring inmate information (e.g. PINs, PANs, etc.) from one Customer Facility to another without the need for manual re-entry of the inmate's information.

10.1.10   The ITS shall document the date/time when an individual PIN entry was added or modified in the ITS and the user making the change.

10.2   Customer does not currently use PAN lists for its inmates. However, Customer wishes to reserve the right to establish PAN lists at any time during the course of the contract period or any renewal periods. Therefore, the ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.

    10.2.1   The PAN application shall allow authorized users to establish the quantity of approved telephone numbers for a specific inmate and PIN.

    10.2.2   The quantity of approved telephone numbers within a PAN shall be configurable.

    10.2.3   PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.

10.2.4   The ITS shall have the capability to track PAN changes based on a frequency required by Customer. The ITS shall have the capability to alert the user if a PAN change is requested to be made outside of the allowed timeframe (e.g. every 90 days).

10.2.5   The ITS shall document all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).

10.2.6   ITS shall store the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to inmate.

10.2.7   The PAN application shall include an auto-enroll feature to avoid manual entry of PAN lists.

11. ITS MONITORING AND RECORDING REQUIREMENTS

11.1   The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls and clearly designate non-recorded calls within the ITS user application.

11.2   Securus' ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.

11.3   Securus' ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.

11.4   Securus' ITS shall provide simultaneous playback and continuous recording of inmate calls.

11.5   Securus' live monitoring feature shall display a list of calls in progress to allow Customer to scan through all calls in progress or to listen to a specific call. Private call, such as attorney calls, shall be indicated as such in the display window. For the purposes of call monitoring, Customer shall be able to view and sort in real-time by any of the following criteria in chronological order:

         11.5.1   Call Start Time;
         11.5.2   Facility;
         11.5.3   Phone Location Name;
         11.5.4   Inmate Name;
         11.5.5   Inmate PIN;
         11.5.6   Called Number;
         11.5.7   Private/Attorney Call;
         11.5.8   Called City, State;
         11.5.9   Call Type;
         11.5.10   Bill Type;
         11.5.11   Cost
         11.5.12   Call Status;
         11.5.13   Alert; and
         11.5.14   Duration.

11.6   All call recordings shall be stored online for the life of the agreement. A copy of all recordings shall be stored offline by Securus for a period of 6 years following the expiration or termination of the Agreement and any Addenda and/or Amendments.

11.7   All data shall be stored in 3 separate physical locations to prevent loss of data.

11.8   Securus shall be responsible for supplying all storage media (CDs/DVDs, USB drives, etc.) at no cost to Customer throughout the life of the Agreement and any renewal terms.

11.9   Securus shall pay Customer liquidated damages in the amount of $1,000.00 per each occurrence wherein Customer suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify Securus of such instances and provide up to 7 days per instance for Securus to produce the call recordings. Securus shall be notified of the total amount due via written notice from Customer. Customer will invoice Securus and payment shall be due within 30 days of Securus' receipt of invoice.

11.10   Securus shall provide Customer with the number of workstations identified in **Attachment B.** The workstations will work real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).

11.11   Securus shall provide remote access to the ITS at no cost to Customer.

11.12   The provision of remote access shall allow Customer the same features and functionalities, permitted by the user's level of access, available on the Securus provided workstations.

11.13   For the term of the Agreement, Customer shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

11.14   Securus' ITS shall be capable of providing alerts for certain calling events and allow designated users to receive or be forwarded a live call to a specified destination. Securus' alert feature, at minimum, shall:
    11.14.1   Send alerts to multiple phone numbers simultaneously;
    11.14.2   Send alerts to any phone number;
    11.14.3   Allow for the configuration of an investigator PIN to listen to calls;
    11.14.4   Send alerts to an e-mail address with covert alert information about the call;
    11.14.5   Mute the user's side so the inmate and called party are not alerted to call monitoring;
    11.14.6   Allow user to enter a predetermined code to "barge in" and speak to both the inmate and called party;
    11.14.7   Allow user to immediately disconnect a call;
    11.14.8   Use the alert feature to exclude calls for live monitoring;
    11.14.9   Allow for configuration to bridge a call to users before the connection to the called party or on acceptance; and
    11.14.10   Allow users to run reports to view alerts triggered during a specified date and time range.

11.15   Securus' ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.

11.16   Securus' ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities. Securus' ITS shall also include additional format types including but not limited to OGG, WAV, GSM.

11.17   The copying/burning application shall be internal to the ITS.

11.18   Customer reserves the right to require Securus to provide onsite storage of all call recordings at no cost.

11.19   The ITS shall allow Customer staff, Jackson County Prosecuting Attorney's Office and any other criminal justice agency designated by Customer to remotely monitor live conversations and to access call recordings for each Customer facility. Any agency requesting remote access to the ITS shall be required to meet security requirements set forth by Customer.

12. USER BILLING AND PAYMENTS

12.1   **ITS Validation**

    12.1.1   Securus shall subscribe to the Local Exchange Carrier ("LEC") Line Information Screening Data Base ("LIDB"). Securus shall query this database as required to maintain a high degree of accuracy for each collect LEC billed inmate call and process only those calls which do not have Billed Number Screening ("BNS") Securus must assume all responsibilities for the cost and the accuracy of validation.

12.2   **ITS Pre-Paid/ Debit Application**

    12.2.1   The pre-paid and/or debit application shall work with the ITS provided;

    12.2.2   The pre-paid and/or debit application shall interface with the Customer's current Commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the inmate's ITS account. Securus shall not be responsible for any cost associated with the interface. The current commissary provider is Keefe Commissary Network.

    12.2.3   The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's PAN/approved depositor list;

    12.2.4   The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call;

    12.2.5   The pre-paid and/or debit application shall allow international calls;

    12.2.6   Securus issue refunds to end-users for any debit/pre-paid funds remaining in any debit/pre-paid account upon the inmate or end-user's request whether the account is active or inactive. Should an account be deactivated by Securus and the inmate or end-user requests to reactivate the account and utilize the unused funds, the funds shall be made available to the inmate or end-user by Securus. No fees shall be charged to the inmate or end-user for refunds or reactivation of funds associated with a debit/pre-paid account.

    12.2.7   At the request of Customer, Securus shall supply Customer with signage/brochures/flyers regarding Securus' pre-paid program at no cost to Customer.

12.3   **End-User Payment Options**

    12.3.1   End-users shall be allowed to make payments in a number of ways including, but not limited to:

    12.3.2   Via phone using the Securus' Interactive Voice Response (IVR) system using a debit or credit card;

    12.3.3   Via phone interacting with a Live Customer Service Representative using a debit or credit card;

    12.3.4   Via internet using a debit or credit card;

    12.3.5   Via a third party such as Western Union or other businesses with which Securus has a contractual agreement for third party payment.

    12.3.6   The approved fees for payments associated with the Agreement are specified in **Attachment C.**

12.4   **Retention of Account Information**

    12.4.1   For the purpose of aiding in investigations Securus must retain ITS, VVS, and Tablets account information pertaining to an end-user's pre-paid, direct bill, and similar accounts for a period of 2 years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.

    12.4.2   Customer shall have access to such account information upon request, to the extent permissible by law.

13. VVS

13.1   **General VVS Requirements**

13.1.1	Shall install VVS stations at Customer's Facilities which shall include inmate VVS stations, public VVS stations, and attorney visitation stations. Securus shall install the number of VVS indicated in **Attachment B.**
13.1.2	The VVS shall accommodate both onsite video visitation sessions and remote video visitation sessions to the general public. All visits will be in accordance with the rules and regulations set forth by Customer. Customer requires onsite video visitation sessions are provided at no cost to the general public or inmate.
13.1.3	The VVS shall consist of hardware and software designed to enable Customer to initiate, control, record, retrieve and monitor video visitation sessions.
13.1.4	The VVS shall provide all operational features and system requirements applicable to all video visitation visits placed through the VVS, including inmate to general public, inmate to court, and inmate to attorney visits.
13.1.5	The VVS must allow the general public to access the VVS via a web based software application to register, schedule, make payment for, conduct or cancel remote video visitation.
13.1.6	Securus shall provide internet test capability to incoming remote video visitors.
13.1.7	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
13.1.8	The VVS stations shall include Vendor's Digital Bulletin Board, Inmate Request Form, Grievance, Commissary, Inmate Handbook and Video Education applications at no cost to Customer.
13.1.9	The VVS shall have the capability to:
13.1.10	Allow for free visits for a particular visitor (i.e. public defenders);
13.1.11	Allow visitation charges to be charged per minute or per visit;
13.1.12	Dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits;
13.1.13	Automatically refund a visitor for a charged visit that has been cancelled as a result of:
13.1.14	Inmate release;
13.1.15	Inmate transfer;
13.1.16	Customer imposed restriction;
13.1.17	Station unavailability;
13.1.18	Customer event (e.g. weather closure, module or building lockdown).
13.1.19	Securus shall refund all visitation charges if visitation is dropped due to Securus network issues.
13.1.20	Securus shall provide an option for an itemized receipt for all transactions and charges for all remote video visits.

13.2		**VVS Registration and Scheduling**
	13.2.1	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel video visitation sessions using an internet browser and internet connection. In the event Securus develops inmate initiated video visitation sessions or inmate VVS scheduling, the feature shall be provided to Customer at no cost.
	13.2.2	Securus' VVS application shall be capable for completing remote video visitation sessions to visitors by validating minimum requirements including, without limitation, personal computer/laptop, webcam, microphone, speakers or headset.
	13.2.3	Securus' VVS application shall automatically scan the visitor's computer to verify the presence of required software including but not limited to JavaScript, Adobe Flash Player, Microsoft Windows, and Java Runtime. In the event the tests fail, the visitor shall be provided with a link to download the necessary software.

13.2.4   The VVS shall be able to capture the visitor's photo or identification at the time of registration without manual input from visitor. The photo shall be automatically used each time during the scheduling process for review / authorization by Customer.

13.2.5   The VVS shall be capable of running a warrant search on visitors.

13.2.6   The VVS shall require attorneys to provide their Bar ID at the time of registration.

13.2.7   The VVS shall have the capability to prohibit the scheduling of video visitation sessions for any visitor who has not been approved by Customer following the registration process.

13.2.8   The VVS shall allow visitors to login using a unique visitor ID or an email address and password.

13.2.9   The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with Customer's visitation policies as part of the registration process and with each scheduled visitation session.

13.2.10   At a minimum, the VVS shall have the capability to obtain and store the following information for the visitor as part of the registration process:

     13.2.10.1   First Name;
     13.2.10.2   Last Name;
     13.2.10.3   Address;
     13.2.10.4   Email;
     13.2.10.5   Telephone Number/Cell Phone;
     13.2.10.6   Username; and
     13.2.10.7   Password.

13.2.11   The VVS shall have a web-based scheduling application allowing visitors (public and professional) to schedule visits using a standard internet browser and internet connection. The VVS shall also have the capability to allow smart phone scheduling, including iPhone, iPad and Android devices.

13.2.12   At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:

     13.2.12.1   First Name, Middle Name, Last Name;
     13.2.12.2   Credit Card Type;
     13.2.12.3   Email;
     13.2.12.4   Physical Address {Street Address, City, State, Zip);
     13.2.12.5   Telephone Number;
     13.2.12.6   Identification Type;
     13.2.12.7   ID Number;
     13.2.12.8   Username; and
     13.2.12.9   Password.

13.2.13   The VVS shall interface with Customer's JMS at no cost to Customer. The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.

13.2.14   The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.

13.2.15   The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit).

13.2.16   The VVS shall be capable of accommodating different sets of rules for onsite video visitation and remote video visitation sessions.

13.3   **VVS User Application**

13.3.1   The VVS shall have the capability, at the request of Customer, to allow authorized users at the Facilities to approve visitors before video visitation sessions can be scheduled; if so required by Customer, the VVS shall only allow the scheduling of sessions for approved visitors.

13.3.2 The VVS must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:

    13.3.2.1 Inmate ID number;

    13.3.2.2 Inmate Name;

    13.3.2.3 Visitor Name;

    13.3.2.4 Date and Time of Visit;

    13.3.2.5 Inmate video visitation station, and;

    13.3.2.6 Daily, weekly and monthly visit statistics.

13.3.3 The VVS shall have the capability to allow authorized Customer staff to create the following restrictions with customizable durations:

    13.3.3.1 Restrict a visitor from visiting certain inmate(s);

    13.3.3.2 Restrict an inmate from visiting ALL visitors;

    13.3.3.3 Restrict a visitor from visiting ALL inmates; and

    13.3.3.4 Restrict an inmate from having remote video visits (onsite video visits only).

    13.3.3.5

13.3.4 The VVS user application shall have the capability to support the following functions:

    13.3.4.1 Set user ID;

    13.3.4.2 Set/reset password;

    13.3.4.3 Capture the user's first, middle and last name;

    13.3.4.4 Manually terminate video visitation sessions;

    13.3.4.5 Report status of all video visitation sessions (online or idle);

    13.3.4.6 Stop and restart any live visit;

    13.3.4.7 Allow Customer staff to enter comments or add notes to a visit;

    13.3.4.8 Allow for station reassignment during any running visit;

    13.3.4.9 Allow for visitation time extension during any running visit;

    13.3.4.10 Customize the number of visits per the monitoring screen and the page rotation duration; Designate a visitor as being an attorney (or other professional) type of visitor;

    13.3.4.11 Manually schedule video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);

    13.3.4.12 Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded; Allow authorized users to download, share and/or view recordings; and

    13.3.4.13 Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

13.3.5 The VVS shall have the capability to display upcoming daily visit information on the inmate station screens, i.e. inmate name, time of visit, etc.

13.3.6 The VVS must be able to shut down the VVS quickly and selectively allowing the Customer to shut down the VVS via a control workstation. Shutting down one or more stations shall not affect all VVS stations.

13.3.7 The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.

13.3.8 Securus must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow Customer the same features and functionalities, permitted by the user's level of access, available on the control workstation.

13.4 **VVS Monitoring and Recording**

13.4.1 The VVS must permit Customer to fully record and monitor all video visitation sessions from any video visitation station within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.

13.4.2 The VVS shall automatically start each video visit at the designated start time.

13.4.3	The VVS shall have the capability to allow Customer to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visit will count against the inmate's visitation quota.
13.4.4	The VVS shall have the capability to automatically attempt to reconnect stations if connectivity is lost.
13.4.5	The VVS shall display an onscreen countdown clock timer on the inmate and visitor stations.
13.4.6	The VVS shall include an alert system that allows Customer to set up automated email notification of visits to notify staff and investigators of visits for a particular inmate or visitor.
13.4.7	The VVS system's control mechanisms shall ensure attorney or other professional-type visits will not be recorded or monitored.
13.4.8	Securus shall provide its Guarded Exchange services to monitor video visitation sessions.
13.4.9	The VVS shall store all video visitation sessions online for a minimum of 90 days.
13.4.10	The VVS shall have the capability to allow authorized users to download a recorded file(s) and/or view recordings from within the VVS application. The VVS shall have capability to copy the recorded sessions to a DVD or other storage media in a tamper-proof manner.
13.4.11	The VVS shall include an audit trail and the capability to track users who has viewed and/or downloaded the recording files(s).
13.4.12	The VVS must have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:

	13.4.12.1	Identification number;
	13.4.12.2	Name;
	13.4.12.3	Date of birth;
	13.4.12.4	Social security number;
	13.4.12.5	Gender;
	13.4.12.6	Ethnicity;
	13.4.12.7	Driver's license number;
	13.4.12.8	Inmate visited;
	13.4.12.9	Relationship to inmate;
	13.4.12.10	Date of last visit;
	13.4.12.11	Home address (physical address);
	13.4.12.12	Telephone number.

14. TABLETS

14.1   Securus shall conduct a proof of concept for Tablets as described in **Attachment A, Section 7 – System Specific Installations, Subsection 7.3** and with the required equipment quantities specified in **Attachment B**. The proof of concept period must include the installation of tablet equipment at the Facilities. To ensure Securus' proposed Tablet model(s) are capable of achieving the goals and objectives of Customer, the proof of concept period shall be evaluated after a period of one year, or as otherwise agreed, following the first successful activity from the Tablet ("Proof of Concept Period").

14.2   Securus has provided 2 Tablet models available for use in the proof of concept, the Default Model ("Default") and the JPay Model ("JPay") for Customer consideration, as described in **Attachment C**.

14.3   The Proof of Concept Period shall allow Customer to determine if Securus' proposed Tablet model(s) meet Customer's needs and requirements as described herein prior to full deployment of the Tablet(s). Upon completion of the Proof of Concept Period, Customer will evaluate the results of the proof of concept. Upon approval of proof of concept, Customer may choose to expand Tablet program. In the event that the proof of concept is not approved, Customer reserves the right to terminate the tablet program and re-negotiate a new Tablet proof of concept.

14.4 Tablets shall fully interface with the Customer's JMS and/or commissary provider, allowing inmates to access inmate Tablet services utilizing their existing unique inmate PIN at no cost to Customer. The Customer reserves the right to change its JMS and commissary provider. In the event the Customer makes a change in the JMS and/or commissary provider, Securus shall work with the new JMS and/or commissary provider to establish the necessary interface to ensure the continued functionality of the inmate Tablets at no cost to Customer.

14.5 Tablets shall be configured to only allow inmates access to the services and applications approved by Customer including electronic messaging, games, movies, music. Additional applications shall be mutually agreed upon by Customer and Securus. Applications may change if Customer chooses to change the Tablet model. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with preapproved applications and servers only.

    14.5.1 Any additional application(s) implemented without Customer's express written consent, which are accessible via Tablets, shall result in Securus incurring liquidated damages in the amount of $500.00 per day per application, from the date the additional application(s) were first implemented through the date the unapproved additional application(s) were discontinued.

    14.5.2 In the event an inmate(s) gains access to external applications, Securus shall incur liquidated damages in the amount of $500.00 per inmate per instance of access to external applications.

    14.5.3 Should Securus incur liquidated damages, Customer shall invoice Securus. Payment of any invoice for liquidated damages shall be received by Customer or its Designated Agent within 30 days of Securus' receipt of invoice.

14.6 Inmate Tablets provided by Securus shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:

    14.6.1 Electronic submission of inmate grievances;

    14.6.2 Electronic commissary purchases;

    14.6.3 Electronic debit purchases via trust transfer (if applicable);

    14.6.4 Trust/commissary/debit account look-up (if applicable);

    14.6.5 Inmate handbook;

    14.6.6 Inmate notices/bulletins; and

    14.6.7 Court date/release date information.

14.7 Securus shall provide Customer with remote access to Tablets and Officer Tablets at no cost to Customer for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered.

14.8 Customer shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.

14.9 Inmate Tablets shall be provided to Customer pre-loaded with Customer approved applications offering a variety of games, music and entertainment.

15. AUTOMATED INFORMATION TECHNOLOGY

15.1 Automated Information System (AIS): Securus shall provide an AIS at no cost to Customer. The automated inmate information application shall automate internal inquiries from inmates and outside calls to the Facilities from the general public. This technology shall allow inmate friends and families the capability to establish or fund a pre-paid collect account as well as add funds to an inmate's trust account. The AIS shall interface with Customer's JMS at no cost to Customer.

15.2 The AIS shall be accessed through an Interactive Voice Response (IVR) system and shall be accessible via the ITS by inmates and the general public 24 hours per day, 7 days per week. At minimum Securus' technology shall provide the following information:

    15.2.1   Charge information;

    15.2.2   Commissary balances;

    15.2.3   Court appearance dates, times and locations;

    15.2.4   Bond amounts, types;

    15.2.5   Projected release dates;

    15.2.6   Visitation eligibility;

    15.2.7   Visitation hours;

    15.2.8   Facility location information;

    15.2.9   Information pertaining to funding pre-paid accounts for either the ITS, VVS and Tablets.

16. ADDITIONAL TECHNOLOGY

Securus shall provide the following additional technology features at no cost to Customer

16.1 Voice Biometrics: Securus shall provide initial verification and continuous voice biometric technology at no cost to Customer. This feature shall be an integrated part of the ITS and must include analytical tools, reporting, and voice recognition of key words with reporting capabilities. If implemented, Securus will provide onsite assistance with the inmate enrollment process. Customer reserves the right to discontinue the technology at any time without penalty to Customer.

16.2 Voicemail Messages:

    16.2.1   Voicemail messages shall be inbound only.

    16.2.2   The ITS shall record and store all messages. All recordings shall be maintained as described in the **Attachment A - Section Eleven. ITS Monitoring and Recording Requirements.**

    16.2.3   Voicemail messages shall preserve the call controls configured in the ITS.

    16.2.4   Voicemail message rates and Customer revenue share are described in **Attachment C.**

16.3 Internal Voicemail Messages: The internal voicemail messaging features shall be available to inmates to file grievances, request medical/dental, submit PREA or crime tips, or file ITS related complaints. The internal voicemail message feature shall allow Customer and staff at the Facilities to submit voicemail a message to an inmate, a group of inmates, or the whole facility as a message of the day.

    16.3.1   The ITS shall record and store all messages. **Attachment A - Section Eleven. ITS Monitoring and Recording Requirements.**

    16.3.2   The PREA and crime tips mailbox shall be available to authorized personnel only.

16.4 Electronic Messages. Securus shall provide Customer the option of implementing inbound or inbound and outbound electronic messages. Outbound electronic messages shall be available on the VVS and Tablets.

    16.4.1   Email services shall have security features in place to ensure that the inmate can only send and receive emails from an approved contact list;

    16.4.2   Customer will not be responsible for any cost associated with an interface if one is required to implement email messaging; and

    16.4.3   Electronic message rates and Customer revenue share are described in **Attachment C.**

17. TRAINING

17.1 Securus shall provide onsite training for ITS, VVS, and Tablets to Customer's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be

provided to Customer's staff at all training meetings and will become the property of Customer. When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS, VVS and Tablets.

17.2 When requested by Customer, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS, VVS, and/or Tablets.

17.3 Securus will also provide full documentation for all features for the ITS, VVS, Tablet, and documentation for any and all added technology features that result from the Agreement.

18. GENERAL MAINTENANCE

18.1 Securus shall provide the necessary labor, parts, materials, and transportation to maintain all inmate telephones, VVS stations and Tablets in good working order and in compliance with the equipment manufacturer's specifications throughout the life of this Agreement. No charge shall be made to Customer for maintenance of the ITS, VVS and Tablets and associated hardware/software.

18.2 Securus shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given 24 hours a day, 7 days a week, and 365 days a year.

18.3 Repairs or replacements shall be started by a qualified technician within 4 hours following notification of a service request, or an ITS, VVS, or Tablet issue. Securus must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first 24 hours following notification of a problem.

18.4 Customer, and/or its Designated Agent, shall be notified of the technician's arrival (if alternative to the part-time onsite administrator) onsite prior to the technician's arrival and the progress and/or delays in progress until the problems are resolved. Securus shall notify Customer any time a technician is dispatched to the Facility.

18.5 Securus shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request, or an ITS, VVS or Tablet failure ("Cure Period"). Should Securus fail to resolve the reported repair or replacement within the specified Cure Period, Securus shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to $500.00 per day for each reported repair or replacement Securus fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Securus.

18.6 Customer shall submit an invoice to Securus identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Securus shall remit payment of the invoice within 30 days.

18.7 Customer may cancel this Agreement if Securus has not cured a service problem within 10 days of Securus receiving notice of the problem from Customer or its Designated Agent.

18.8 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS, VVS or Tablets. Securus shall assume responsibility to repair any and all such damages. In addition, Securus shall ensure that all inmate telephones, VVS stations and Tablets are operable and maintained at an acceptable level.

18.9 All issues surrounding the ITS, VVS or Tablet services shall be reported by Securus to Customer or its Designated Agent promptly.

18.10 Securus shall maintain all cable related to the ITS, whether reused or newly installed.

19. PART-TIME ON-SITE ADMINISTRATOR

19.1   Securus shall provide Customer with a part-time on-site administrator at the Facilities at no cost to Customer. The part-time on-site administrator shall work up to 20 hours per week. The duties and responsibilities of the part-time on-site administrator shall include, but not be limited to:

19.1.1   Maintain all databases associated with the ITS, VVS or Tablets.

19.1.2   Enter all PINs, PANs, blocked numbers and any other new information regarding the ITS, VVS and Tablets.

19.1.3   Receive and address inmate comments, grievances, and questions.

19.1.4   Receive and address all administrative comments and questions.

19.1.5   On a monthly basis, proactively provide preventative maintenance by reviewing the functionality of the ITS, VVS and Tablet systems by performing a walkthrough of the Facilities.

19.1.6   Upon Customer's request, provide necessary documentation and assistance for investigations.

19.1.7   Upon Customer's request, provide monthly activity and maintenance reports for collect, debit and/or pre-paid usage, VVS sessions and Tablet activity.

19.2   Securus must also provide a substitute for the on-site administrator when he/she is not available. The part time on-site administrator position shall not be vacant for longer than a period of 2 business days.

20. UPGRADES AND PERFORMANCE PROCESS

20.1   Securus shall provide Customer with written notice, including detailed information, of any new ITS, VVS, and Tablet software upgrades, or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry. All upgrades must be within 1 release of newest operating system and provided to Customer at no additional cost.

20.2   Securus shall adhere to the following performance process when upgrading the ITS, VVS, and/or Tablet software, equipment, or performing any changes to the either system at the Facility. Any deviation from this process may result in liquidated damages incurred by Securus. Such liquidated damages will be equal to $300.00 per occurrence. Securus shall be notified of the total amount due via written notice from Customer. Customer will invoice Securus and payment shall be due within 30 days of Securus' receipt of invoice.

20.3   Securus shall perform extensive testing on all system changes or upgrades to the ITS, VVS and Tablets prior to introducing them to Customer. At a minimum, this shall include the following:

20.3.1   Circuit/network testing;

20.3.2   Configuration / setting preservation testing;

20.3.3   ITS: call processing, debit/pre-paid availability, international calling;

20.3.4   VVS: video visitation session quality and scheduling application;

20.3.5   Tablets: access to all transactions, applications and applicable purchase processes;

20.3.6   Access to all user applications;

20.4   Securus shall receive written permission from Customer, before scheduling or proceeding with any functionality changes to the ITS, VVS, or Tablets at the Facilities, especially if the changes will cause an interruption in service.

20.5   Securus shall provide Customer with written details regarding any change to voice prompts, dialing, or VVS or Tablet usage procedures.

20.6   Customer, at its option, shall have a minimum of 2 weeks to notify inmates at the Facility of any ITS, VVS, or Tablets changes that affect the inmates.

20.7   Securus shall work with the Facility to schedule all changes and/or upgrades during a time when the ITS, VVS, and Tablet systems are not being used regularly by the inmates. Securus shall coordinate a convenient time and day with Customer to implement the changes or upgrades to avoid an interruption in service.

20.8   If the part-time onsite administrator is not available, Securus shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, visitation sessions or additional services and ensure systems are functioning properly.

20.9   All said changes shall be made by Securus at no cost to Customer.

ATTACHMENT B
FACILITY SPECIFICATIONS

Item	JACKSON COUNTY DETENTION CENTER 1300 Cherry Street Kansas City, Missouri 64106	REGIONAL CORRECTIONAL CENTER 1300 Cherry Street Kansas City, Missouri 64106
Average Daily Population (ADP):	785	105
Number of Beds:	815	154
Call Time Limit:	General Population: 30 minutes Intake/Booking: 10 minutes	General Population: 30 minutes Intake/Booking: 10 minutes
VVS Length:	30 minutes	30 minutes
Inmate Telephones Required:	116	18
Booking/Intake Phones:	6	1
Required Telephone Cord Length:	18"	18"
Portable/Cart Phones Required:	1	1
Length of Portable/Cart Phone Cord Required:	50'	50'
TDD Units and Associated Printers Required:	3	1
Video Relay Service Units	2	2
Coin Pay Telephone Required:	1	0
ITS Workstations and Printers:	1	1
VVS Stations (Inmate)	52	3
VVS Stations (Public)	8	0
VVS Workstations	6	1
Tablets	Up to 785	Up to 105
Telephone Hours of Availability:	Schedules vary based on housing unit Booking 24/7	Schedules vary based on housing unit Booking 24/7

ATTACHMENT C
CALLING RATES AND FEES

ITS RATES		
All Domestic Calls		
Collect/Direct Bill	$	0.10
Pre-Paid Collect	$	0.10
Pre-Paid Card/Debit	$	0.10
Domestic International		
Collect/Direct Bill	$	0.10
Pre-Paid Collect	$	0.10
Pre-Paid Card/Debit	$	0.10
International		
Collect/Direct Bill		N/A
Pre-Paid Collect		N/A
Debit Only	$	0.50
Voicemail - $0.50		
ITS REQUIRED FEES		
Billing Fee		
Pre-Paid Funding (Live Representative)	$	5.95
Pre-Paid Funding (IVR, Web)	$	3.00
Third-Party		
Western Union	$	11.95
Money Gram	$	10.95
All Other Fees	Not Allowed	
ITS REVENUE SHARE		
ITS Revenue Share (%)		77%
Monthly Cost Reimbursement Payment		$6,000.00
Monthly Minimum Guarantee	$	50,000.00
Supplemental Incentive	$	200,000.00

VVS RATES AND REVENUE SHARE	
Item	VVS Rates
Remote VVS Session	$ 5.00
VVS Revenue Share (%)	0%

PAY TELEPHONE RATES AND REVENUE SHARE	
Local Calls	$ 0.50 per call
Long Distance	$ 0.25 per minute
Pay Telephone Revenue Share ($)	$15.00 per month

DEFAULT MODEL TABLET RATES AND REVENUE SHARE	
Item	Rates
Tablet Rental	$20.00
Music	n/a
Games	n/a
eBooks	n/a
Tablet Revenue Share (%)	50%

J-PAY MODEL TABLET RATES AND REVENUE SHARE	
Item	Rates
Tablet Rental	$20.00
Music:	
Single Song	$1.29 - $1.99
Album	$9.99 - $10.99
Games	$0.00 - $7.99
eBooks	$0.99
Tablet Revenue Share (%)	50%

ADDITIONAL TECHNOLOGY RATES AND REVENUE SHARE		
Item	Rate	Revenue Share
Inbound Voicemail	$ 0.50	50%
Electronic Messages	$ 0.45	50%

ATTACHMENT D
INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than $1,000,000 per occurrence and $2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include $100,000 limit each occurrence for Damage to Rented Premises, $1,000,000 limit each occurrence for Personal & Advertising injury liability, $5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a $1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	$1,000,000 – Bodily Injury-Each Person
	$1,000,000 – Bodily Injury-Each Accident
	$1,000,000 – Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with $10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than $1,000,000 each occurrence and $1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10-days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.