

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the "Contract") is made and entered into this 6th day of January, 2020 or the last day signed by either party (the "Effective Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), on behalf of the Douglas County Sheriff's Office ("DCSO"), and Securus Technologies, Inc., a Delaware corporation authorized to do business in Colorado (the "Contractor").

### RECITALS

**WHEREAS**, the County is undertaking certain activities for inmate telephone and video visitation services within the Douglas County Sheriff's Detention's Facility; and

**WHEREAS**, the County solicited a Request for Proposal (RFP) No. 025-19 from correctional telephone service management firms interested in providing telephone and video visitation for detainees and inmates in the Douglas County Justice Center; and

**WHEREAS**, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

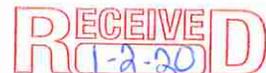
**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Captain Darren Weekly, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other Contract in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.



3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** The County is not liable for any payments under this agreement.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence 90 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and will end at 12:00 a.m. on December 31, 2024.

6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

8b. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under

this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. ILLEGAL ALIENS:** If Contractor has any employees or subcontractors, the Contractor shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

- (i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the

subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Contract and the County terminates the Contract for such breach.

**11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**12. ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**14. OWNERSHIP OF DOCUMENTS:** The System, the Applications, and related records, data, and information will at all times remain sole and exclusive property of the Contractor unless prohibited by law, in which event, the DCSO will have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. The County retains ownership of all recorded communications and inmate call/inmate visitation data and, if applicable, related e-mails. Upon termination of this Agreement, the Contractor will provide DCSO with either access to the system data, provide DCSO with data in a usable format, or ensure that DCSO is able to download all data through the end of the contract period in a usable format. The Contractor (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 its Applications, the System, and its other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of

Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with this Contract for any work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

**17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Douglas County Sheriff's Office  
██████████  
4000 Justice Way  
Castle Rock, CO 80109  
Telephone: ██████████  
Facsimile: (303)-688-1065  
E-mail: ██████████

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
██████████

and by the County to: Securus Technologies  
██████████  
4000 International Parkway  
Carrollton, Texas 75007  
Attn: General Counsel  
Phone: ██████████

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**19. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**21. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**22. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**24. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 29
- 2<sup>nd</sup> Request for Proposal (RFP) #025-19
- 3<sup>rd</sup> Exhibit C- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable)

**25. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**26. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire Contract and that all representations made by any commissioner,

official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**27. INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

**28. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the Contractor, until execution by all signatories of the Contractor.

**29. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

SECURUS TECHNOLOGIES INC

BY: [Redacted]

Printed Name: [Redacted]

Title: [Redacted]

DATE: 1/2/20

ATTEST: (if a corporation)

[Redacted]

Title: [Redacted]



Signature of Notary Public Required:

STATE OF Texas )

COUNTY OF Denton )

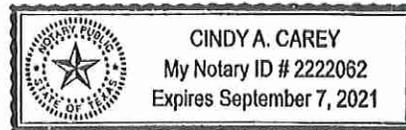
ss.

The foregoing instrument was acknowledged before me this 2ND day of January, 2020, by [Redacted].

Witness my hand and official seal

Cindy A. Carey  
Notary Public

My commission expires: Sep 7, 2021



**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

DocuSigned by:  
[Redacted]  
**BY:** \_\_\_\_\_  
[Redacted] County Manager

**DATE:** 1/6/2020 \_\_\_\_\_

DocuSigned by:  
[Redacted]  
**BY:** \_\_\_\_\_  
Sheriff [Redacted]

**DATE:** 1/3/2020 \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

DocuSigned by:  
[Redacted]  
[Redacted]  
**Director of Finance**

**DATE:** 1/6/2020 \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
[Redacted]  
[Redacted]  
**Deputy County Attorney**

**DATE:** 1/6/2020 \_\_\_\_\_

**Exhibit A**  
**SCOPE OF SERVICES**

The Contractor will provide the following:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

**Secure Call Platform:** Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by DCSO); private number settings allow DCSO to mark these calls not to be monitored or recorded, and DCSO is solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with Contractor's standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. The Contractor will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP provides the ability to store call recordings in secure, redundant environment. The Contractor will store call recordings for a period of five (5) years from the date of recording, after which they will be permanently deleted. SCP also provides DCSO with the ability to download and store call recordings. DCSO is solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for certain of the Contractor's services. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. The Contractor will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. The Contractor establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). If implemented, the DCSO agrees to have the Debit module of Contractor's SCP Call Management System enabled for the Facilities to offer a Debit account to inmates. If implemented, the DCSO also agrees to use the Contractor's SCP User Interface or utilize integration with the DCSO's trust account system to process inmate's fund transfer requests. Notwithstanding, the Contractor will not be responsible for any delays due to (i) the DCSO's failure to perform any of its obligations for the project; (ii) any of the DCSO's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of the Contractor's control.

## CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

### DESCRIPTION:

Secure Calling Platform User Interface. The Contractor will provide the DCSO with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the requisite specifications ("Compatible Equipment"). The DCSO represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Contractor Use Terms and Conditions and as directed herein.

### SERVICE LEVEL AGREEMENT

The Contractor agrees to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at the Contractor's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by the DCSO (not inmates at the Facilities), in which case, the Contractor may recoup the cost of such repair and maintenance through direct invoicing. The DCSO agrees to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the System is interfaced with other devices or software owned or used by the DCSO or a third party, the Contractor will have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL CONTRACT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, the Contractor may provide, based upon the Facility's requirements, two types of workstations (personal computer/desktop/ laptop/terminal):The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for Facility personnel and allows the Facility to add additional third-party software. Ownership of the *Openworkstation* is transferred to the Facility along with a three-year product support plan with the hardware Contractor. The Contractor has no obligation to provide any technical and field support services for an *Openworkstation*. THE DCSO IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) DCSO experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then DCSO will promptly report the System Event to the Contractor's Technical Support Department ("Technical Support"). DCSO may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at [TechnicalSupport@securustech.net](mailto:TechnicalSupport@securustech.net), or by facsimile at 800-368-3168. The Contractor will provide DCSO commercially reasonable notice, when practical, before any Technical Support outage.

2. Response Times. The Contractor shall respond in person to a telephone or electronic request for maintenance within four (4) hours after the initial notification. In the event that the response time is not met, a penalty of \$150 per 24-hour period will be invoiced by DCSO and paid by the Contractor within 30 days from the date of invoice.
3. Response Process. In the event of a System Event, where the equipment is located on County premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact DCSO with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
4. Performance of Service. All repair and maintenance of the System will be done in a good and workmanlike manner at no cost to DCSO except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by DCSO and us may be subject to a charge as set forth in the Contract and will be implemented within the time period agreed by the parties.
5. Escalation Contacts. DCSO's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, DCSO may use the following escalation list if the Contractor's response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
6. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact DCSO to confirm resolution. For a Priority 2 or 3 System Event, a member of the Contractor's County satisfaction team will confirm resolution.
7. Monitoring. The Contractor will monitor its back office and validation systems 24 hours a day, seven days a week.
8. Required IGR. DCSO is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request, the Contractor will provide DCSO with the specifications for the IGR. If DCSO are unable to or do not provide the IGR, the Contractor will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that the Contractor is not responsible for any delay caused by DCSO's failure to provide the IGR.
9. End-User Billing Services and DCSO Care. The Contractor's Correctional Billing Services department will maintain dedicated DCSO service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The Securus service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting the Contractor's website [www.securustech.net](http://www.securustech.net), and by facsimile at 972-277-0714. In addition, the Contractor will maintain an automated inquiry system on a toll-free DCSO service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. The Contractor will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

### ADVANCECONNECT SINGLE CALL™

Securus' AdvanceConnect™ payment product allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect™ gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. AdvanceConnect Single Call™ allows friends and family to fund the minimum to complete the current inbound call. AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes.

### INMATE DEBIT

A Debit account is a prepaid, inmate-owned account used to pay for certain of the Contractor's services. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. The Contractor will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. The Contractor establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). The DCSO agrees to have the Debit module of the Contractor's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. The DCSO agrees to use the Contractor's SCP User Interface or utilize integration with the DCSO's trust account system to process inmate's fund transfer requests. Notwithstanding, the Contractor will not be responsible for any delays due to (i) the DCSO's failure to perform any of its obligations for the project; (ii) any of the DCSO's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of the Contractor's control.

### THREADS™

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. The DCSO's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

#### COMMUNITY FEATURE:

The DCSO has elected to opt into the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. The DCSO acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

#### THREADS™ TERMS OF USE:

1. The DCSO will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to the DCSO's access to and use of information obtained in connection with or through the THREADS™ application. The DCSO acknowledges and understands that the DCSO is solely responsible for its compliance with such laws and that the Contractor makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. The Contractor will have no

obligation, responsibility, or liability for the DCSO's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the DCSO by virtue of its use of the THREADS™ application.

2. The DCSO acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is the DCSO's obligation to keep all such accessed information secure. Accordingly, the DCSO will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify the Contractor promptly of any such unauthorized access or use that the DCSO discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by the DCSO within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. The DCSO understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." The DCSO further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that the DCSO will not rely on the Contractor for the accuracy or completeness of information obtained through the THREADS™ application. The DCSO understands and acknowledges that the DCSO may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. The Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if the Contractor determines in its sole discretion that the THREADS™ application and/or the DCSO's use thereof (1) violates the terms and conditions set forth herein and/or in the Contract or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate the DCSO's access to the THREADS™ application and will have no further liability or responsibility to the DCSO with respect thereto.

#### INVESTIGATOR PRO™

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process will be the responsibility of the DCSO. The DCSO's use of Investigator Pro™ is governed by the End User Software License the Contract Terms and Conditions below:

1. **License Grant:** Subject to DCSO's continued compliance with this Agreement and payment of the applicable license fee(s), the Contractor grants DCSO a personal, single user, non-transferable, non-exclusive, revocable license to use, install, store, load, execute, and display the software, including software fixes, patches, new releases, upgrades, new versions, enhancements and/or portions thereof, in binary code form only, and the accompanying documentation, if any, (collectively the "Software"), for DCSO solely as a single user. DCSO shall only use the Software strictly in support

of its internal business operations and to process its own data or as DCSO may deem necessary to support other government agencies that have been granted access to the Software and related data by its organization. DCSO shall not (a) sublicense, assign or transfer the Software or any right or obligation under this Agreement, (b) copy or distribute the Software, (c) rent, loan, lease or otherwise transfer any right to the Software, (d) translate, reverse engineer, decompile or disassemble or otherwise alter the Software (except to the extent, when required by law, and then only to the minimum extent required by law) or (e) distribute (directly or indirectly) any copy of the Software, in whole or in part, or any direct product thereof to any country, entity, or destination prohibited by the United States Government.

2. **Term:** This Agreement remains effective until terminated. DCSO may terminate this Agreement at any time by destroying the Software, including all copies. This Agreement shall automatically terminate, without notice, if at any time DCSO fails to comply with all of the terms and conditions of this Agreement. Upon termination for any reason, DCSO shall promptly destroy the Software and all copies or portions thereof in any form and delete all electronic copies.
  
3. **Ownership and Confidentiality:** The Software is and shall remain the sole and exclusive property of the Contractor and/or its suppliers and is protected by United States copyright laws and international treaty provisions. All data generated by the Software and never displayed or presented to DCSO through normal use including, but not limited to, debugging data, data for new development, data for testing, data produced as an intermediate step of computation, data produced for cache/performance optimization, statistics, voice models, electronic files, analysis, analyzed data, data structures, and algorithms (collectively referred to as "Internal Data") is and shall remain the sole property of Contractor. Viewable output data generated by the Software expressly including user action audit data, suspicious scores, detection scores, confidence scores, voice scores, model scores, voice capture scores, re-scoring, statistical computations, subsets, mathematical and other transformations, ranking of data, system generated rankings, system generated scores, system generated indexes, call event activity detections i.e. such as voice change events, including any subsets derivatives, or graphical representations of the foregoing (collectively referred to as "Output Results") is and shall remain the sole property of the Contractor. Together the Internal Data and Output Results are referred to as "Proprietary Data". For the duration of this Agreement, Licensor grants DCSO an internal use (except as otherwise expressly set forth below), royalty-free, non-exclusive, non-assignable, non-transferable license to use the Output Results (but, not the Internal Data) as required in the operation of its business including, without limitation, sharing the Output Results with external law enforcement and related government agencies on an as needed basis. It is an express condition of this Agreement that title to, ownership of, and all rights in patents, copyrights, trade secrets and any and all other intellectual property rights in and to the Software and Proprietary Data, including any copy or part thereof, is and shall remain with the Contractor. The Contractor reserves the right, at its sole option, to modify, update, revise, or discontinue the Software or any portion thereof. DCSO shall not remove, destroy or obscure any proprietary, trademark or copyright markings or confidentiality legends placed upon or contained on or within the Software or any related materials. Except as otherwise required by law, DCSO warrants that DCSO shall preserve all of the Contractor's proprietary and confidential information and data ("Confidential Information") in strict confidence until such time, if ever, the Confidential Information is made publicly available other than through its breach of its obligation of confidentiality. The Contractor's Confidential Information shall include, without limitation, the Software, Proprietary Data, voice recordings, license pricing,

service prices, purchase orders, trade secrets, discoveries, processes, ideas, discoveries, future products, and the terms and conditions of this Agreement.

4. **Warranty:** THE SOFTWARE IS PROVIDED "AS IS." LICENSOR MAKES NO REPRESENTATION OR WARRANTY TO DCSO OF ANY KIND CONCERNING THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE RESPONSIBLE OR LIABLE FOR ANY PROBLEM OR ERROR CAUSED BY OR TO COMPUTER HARDWARE, NETWORK, APPLICATION SOFTWARE OR OPERATING SYSTEM SOFTWARE. DCSO EXPRESSLY ACKNOWLEDGE THE SOFTWARE IS PROVIDED "AS IS" AND DCSO ASSUME THE SOLE RESPONSIBILITY FOR DETERMINING WHETHER OR NOT TO INSTALL OR USE THE SOFTWARE.
5. **Undocumented Features:** The Software includes certain features and functionality, which may not be described in the Software such as, but not limited to, software lock and metering code, which is designed to prevent authorized or excessive use of the Software. DCSO acknowledges that the Software will be monitored by the Contractor to ensure proper use. The Contractor does not warrant or represent that the operation of monitoring feature or any other Software feature, functionality, or utility is error free. If DCSO has any questions or concerns regarding the software lock, metering code, or any other Software feature or capability, it is its sole responsibility to direct any such question or concern to the Contractor. The Contractor reserves the right to add, modify, and/or remove features, functionality, and utilities to the Software from time-to-time, without notice to DCSO. For Software upgrades which significantly affect the user interface Licensor will provide DCSO reasonable prior notice.
6. **Exclusion of Damages:** DCSO UNCONDITIONALLY AGREE THAT IN NO EVENT SHALL CONTRACTOR, ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, USE OR INFORMATION, ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
7. **U.S. Government Restricted Rights:** DCSO acknowledges that the U.S. federal government retains a royalty-free, non-exclusive, non-transferable license to a portion of the Software pursuant to 48 CFR 52.227-14 (Civilian Agencies) or DFARS 252.227-7013 (Defense Agencies). Portions of the Software described or referenced in this Agreement are commercial computer software programs developed at private expense. Use, duplication, and disclosure of the Software and derivative works thereof to and by the United States Government are subject to the provisions of the license agreement contained with or in the software product as prescribed by the applicable provisions of the DOD FAR supplement or similar regulations of the U.S. Federal agencies applicable to the delivery of commercial software including the restrictions set forth in FAR 52.22719(c)(2).

8. **Voice Recordings:** DCSO agrees and acknowledges that by using the Software, the Contractor will have access to its voice recordings. DCSO owns the voice recordings. DCSO agrees not to unreasonably withhold permission for the Contractor to use, install, store, load, execute, copy, non-publicly display, create derivative works, manipulate, and otherwise utilize, any and all of its voice recordings created as a result of its use of the Software. The Contractor will not copy or remove its voice recordings from any of its computer systems, except in the performance of services provided by the Contractor to DCSO under this Agreement without its consent. The Contractor shall have the right to utilize its voice recordings for software development, product testing, product demonstrations or for any other purpose as determined solely by the Contractor. Some jurisdictions may provide certain privacy, confidentiality or other rights or laws regarding voice recordings and all such recordings shall remain subject to such laws. DCSO expressly covenant that its use of the Software is subject to DCSO, now and forever, unconditionally waiving any and all such rights, including without limitation, any and all results relating to voice recordings processed or analyzed by the Software. DCSO is solely responsible, now and forever, for verifying its use of the Software and the Contractors use of its voice recordings is not in violation of any law or regulation in its jurisdiction.

### **GUARDED EXCHANGE™ CALL MONITORING**

#### **DESCRIPTION:**

The Contractor, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System (“GEX System”) which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

- Suspicious or suggestive key words or phrases;
- Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
- Criminal activity in and outside of the Facility(s);

#### **SERVICE LEVEL:**

The GEX System will monitor 5% of inmate calls originating from the Facility(s), including specific calls that match criteria provided by the DCSO (Targeted Requests). Guarded Exchange™ will provide monthly reports to the DCSO that detail the number of calls monitored and a breakdown of threat levels identified by Guarded Exchange™.

#### **TERMS & CONDITIONS:**

The DCSO agrees and acknowledges that it will use information received from the GEX System only for legitimate law enforcement, investigatory, and penological purposes.

The DCSO will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to its access to and use of information obtained in connection with or through the GEX System. The DCSO acknowledges and understands that the DCSO is solely responsible for its compliance with such laws and that neither the Contractor nor Guarded Exchange™ make any representation or warranty as to the legality of the use of the GEX System or the information obtained in connection therewith. Neither the Contractor nor Guarded Exchange™ will have any

obligation, responsibility, or liability for the DCSO's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the DCSO by virtue of its use of the GEX System.

The DCSO acknowledges that the information available through the GEX System includes personally identifiable information and that it is the DCSO's obligation to keep all such accessed information secure. Accordingly, the DCSO will (1) restrict access to the GEX System to those law enforcement personnel who have a need to know as part of their official duties; (2) ensure that its employees (i) obtain and/or use information from the System only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (3) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (4) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the GEX System and any information derived therefrom (whether in electronic form or hard copy); (5) notify the Contractor and Guarded Exchange™ promptly of any such unauthorized access or use that the DCSO discovers or otherwise becomes aware of; and (6) unless required by law, purge all information obtained through the GEX System and stored electronically or on hard copy by the DCSO within 90 days of initial receipt or upon expiration of retention period required by law.

The DCSO understands and acknowledges that all information used and obtained in connection with the GEX System is "AS IS." If the Contractor or Guarded Exchange™ determine in either's sole discretion that the GEX System and/or the DCSO's use thereof (1) violates the terms and conditions set forth herein or (2) violates any law or regulation or (3) is reasonably likely to be so determined, either the Contractor or Guarded Exchange™ may, upon written notice, immediately terminate the DCSO's access to the GEX System and will have no further liability or responsibility to DCSO with respect thereto. The DCSO further acknowledges and agrees that the GEX System is not infallible, and that neither the Contractor nor Guarded Exchange™ make any representations or warranties regarding the GEX System's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

#### ICER™

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

#### AUTOMATED INFORMATION SERVICES

The Contractor will provide the Automated Information Services (AIS™) as described herein. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

Automated Information Services is configurable to meet the specific needs of the DCSO's Facility. The standard AIS options include automation of inmate and Facility information to (1) constituents who call the DCSO's existing main telephone number; and (2) inmates at the DCSO's Facility using the inmate telephone system. The following options (the "Additional AIS™ Options"), which are required in order to be eligible for the No Cost Option, below, are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)

- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS™ Jail Voicemail)

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Regardless of whether the DCSO chooses the No Cost Option or Cost Option below, the DCSO understands and agrees that the Contractor may, upon future release, expand the AIS™ services offering to include additional constituent notification services or Additional AIS™ Options upon 30 days advance written notice. The Contractor also offers customized AIS development options based on the terms outlined below:

The following modifications to AIS are considered standard and will be provided upon request at no additional charge to DCSO:

- Any modifications reasonably necessary for initial integration with the DCSO's systems
- Primary menu prompt changes
- Changing the phone number of the AIS
- An existing site request for a menu change for a single department

The following modifications to AIS are considered specialized and the scope and pricing of any such modifications will be negotiated at the time of the request using a statement of work:

- Creation of new sub-menus beyond the existing primary menus which are provided at the time of deployment

Any other customized modifications that require additional system development by the Contractor, including but not limited to:

- Changes to lookup criteria for an inmate (other than by Birthday or First & Last Name)
- Ability to transfer incoming calls to the AIS system from one department to another department
- Integration with Securus' SCP PAN system"

The DCSO represents and warrants that it is legally authorized to allow the Contractor to deploy the Automated Information Services (AIS™) as agreed and described herein.

### TABLETS

The Contractor will deploy free basic community tablets to Facility. In addition to the free basic community tablets, the Contractor will offer personal rental tablets with premium content. The DCSO may also purchase tablet earbuds from the Contractor, the cost of which will be reflected as a deduction from the monthly compensation paid to DCSO.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. The DCSO understands and acknowledges that premium content is subject to availability and may change at the Contractor's discretion. Premium content also may be subject to third-party licensing agreements in place between a third party and the Contractor.

**TERMS & CONDITIONS:**

The DCSO represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom the DCSO knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

The DCSO understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

The DCSO further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with the Contractor's certified earbuds. If the DCSO elects to sell alternative earbuds, the DCSO forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, the DCSO will refrain from the sale or distribution of earbuds with a microphone other than the Contractor's certified earbuds.

**VIDEO RELAY SERVICE**

Securus' Video Relay Service application ("VRS") allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service. VRS providers are compensated for their costs from the Interstate TRS Fund which the Federal Communications Commission (FCC) oversees.

**VRS TERMS OF USE:**

1. The DCSO understands and agrees that it is solely responsible for the following:
  - a. Determining which inmates are eligible to use VRS.
  - b. Providing inmates access to the VRS application.
  - c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
  - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.
2. The DCSO understands and acknowledges that Contractor's third-party vendors shall have the right, in their sole discretion, to terminate VRS application sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter. The DCSO further agrees to work in good faith with the Contractor to address and resolve reports of inmate misbehavior related to the VRS application. In addition, the DCSO agrees that Contractor shall have the right, in its sole discretion, to determine that certain inmates are ineligible to use the VRS application as the result of misbehavior.

The DCSO understands and acknowledges that the VRS application is provided "AS IS." The Contractor will have no liability to the DCSO or any inmate for any loss or injury arising out of or in connection with the VRS application or the DCSO's or inmates' use thereof.

**EMESSAGING**

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Friends and family purchase eMessaging "stamps," which are used to fund the transmission of an electronic message to an inmate according to the following chart:

Type of Message (When Available)	Number of Stamps	Notes
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of messages can also be combined in a single transmission.

The facility can access a web-based portal that enables message review and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at [www.securustech.net](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates on a ConnectUs-equipped XL or S-Phone unit or a Securus SecureView tablet.

With the DCSO's agreement, the Contractor may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained in eMessaging Section in Exhibit B.

**E-MESSAGING TERMS OF USE:** The DCSO's use of eMessaging is governed by the terms and conditions outlined below:

1. The DCSO is solely responsible for reviewing and approving each message, including (if applicable and permitted by the DCSO) any attachments.
2. The DCSO will comply with all laws and government guidelines applicable to Contractor's access to and use of information obtained in connection with or through the eMessaging Application. The DCSO acknowledges and understands that the DCSO is solely responsible for its compliance with such laws and that Contractor makes no representation or warranty as to the legality of the use of the eMessaging Application or the information obtained in connection therewith. The Contractor will have no obligation, responsibility, or liability for the DCSO's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the DCSO by virtue of its use of the eMessaging Application.
3. Contractor will use machine translation to translate eMessages written in Spanish into English for the sole purpose of DCSO's review. The DCSO acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. The Contractor makes no representations or warranties regarding the accuracy or reliability of such machine translation.
4. The DCSO acknowledges that the information available through the eMessaging Application includes personally identifiable information and that it is the DCSO's obligation to keep all such accessed information secure. Accordingly, the DCSO will (a) restrict access to the eMessaging Application to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the eMessaging Application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor

and prevent against unauthorized access to or use of the eMessaging Application and any information derived therefrom (whether in electronic form or hard copy); and (e) notify Contractor promptly of any such unauthorized access or use that DCSO discovers or otherwise becomes aware of.

### **VIDEO VISITATION / CONNECTUS**

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVV and ConnectUs provided by the Contractor per this agreement is reflected in Exhibit B - Securus Inmate Services Platform – Number of Units Provided by Securus."

It is the DCSO's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by the DCSO), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. The Contractor is not responsible and hereby disclaims any liability for any and all content of the applications and any documents, videos, or forms published by the DCSO or from outside sources. The DCSO and the Contractor acknowledge and agree that the DCSO's visitation policy with respect to in-person visits is solely within the DCSO's discretion.

### **OFF-SITE VIDEO ARRAIGNMENT/HEARINGS**

Within 120 days from the execution date of this Agreement, the Contractor will provide the capability to host On-Site Video Conferencing/Hearings between the Douglas County Sheriff's Office and other judicial/criminal justice entities to include but not limited to municipal, District and DCSO courts. The purpose is to allow video conferencing/hearings to occur between other entities, limiting transportation requirements of inmates from the Douglas County Sheriff's Office Detention facility to other areas.

1. The Contractor shall provide all necessary equipment/hardware for the On-Site Conferencing/Hearings.
2. The On-Site Video Conferencing/Hearings must be isolated from the regular Video Visitation application.
3. The On-Site Video Conferencing/Hearings will be provided at no cost to either Douglas County Sheriff's Office or the participating entities.
4. The On-Site Video Conferencing/Hearings will be recorded and available through the video/telephone software interface to authorized DCSO personnel.
5. The On-Site Video Conferencing/Hearings will allow authorized judicial/justice staff to join the conference/hearing by invitation only.

6. The On-site Video Conferencing/Hearings will occur over a secured connection and the equipment/software utilized will be compatible with Windows, Mac, iOS and Android devices being used at off-site locations.

### SECURUS DIGITAL MAIL CENTER

The Securus Digital Mail Center service and software allows authorized Contractor staff to scan certain physical mail and electronically deliver it to inmates. The Securus Digital Mail Center software contains a dashboard that provides the following capabilities and information: (1) ability to view, approve, reject, and manage scanned mail; (2) ability to set alerts when specific inmates receive mail; and (3) review audit logs of activity associated with the Securus Digital Mail Center for increased administrative oversight.

Specific services relative to Securus Digital Mail are performed by the Contractor's subsidiary Guarded Exchange, L.L.C., and may be performed by the Contractor's subsidiary JPay Inc. No information relative to the contents of any inmate mail is to be disclosed without DCSO's prior approval.

#### CONFIGURATION:

Contractor Screened, Processed, and Delivered Mail – The Contractor will establish an address for receipt of inmate mail and will conduct the initial processing of physical mail and its conversion into electronic form, within no more than 72 hours of receipt, for review by the DCSO prior to electronically being available to the inmates. The quality of each scanned item must be equal to the quality of the original document. DCSO will take reasonable measures to inform inmates and their families/friends regarding the mailing of boxes, books, or other such materials that are not conducive to scanning. In the event that the Contractor receives mail not conducive to scanning or is privileged mail as described below, the Contractor will have no obligation to attempt to scan such mail and will return such items to the sender bearing no cost to the Contractor or the DCSO. In the event the Contractor receives mail addressed to an inmate that is not currently at the DCSO facility, the mail will be returned to its sender at no cost to the Contractor or the DCSO.

The Contractor will place the contents of all scanned mail back in the original envelope and will store such items for a minimum of 30 days prior to destruction. If the sender requests the return of the original contents, it is the financial responsibility of the sender to pay any related cost.

#### SECURUS DIGITAL MAIL CENTER TERMS OF USE:

1. Privileged Mail. The DCSO represents and warrants that it will post specific instructions relative to any mail that originates from an attorney's office, legal firm, or other legal services agency, or is otherwise legally private or privileged, for the sender to address such mail directly to DCSO. If the Contractor receives such mail, the Contractor will return it to the sender no cost to the Contractor or DCSO to ensure privilege is maintained.
2. Withheld Mail. If the DCSO elects to withhold scanned mail from delivery to an inmate, the DCSO is solely responsible for notifying the inmate of such actions as may be legally required.
3. Destroyed Mail. The DCSO will advise potential senders via the DCSO public website and inmates via the Inmate Handbook of the use of the Contractor's Digital Mail Services and the related procedures for destroying the original documents as described above.

4. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of the DCSO to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by the Contractor after that time. Upon termination of this Agreement, the Contractor will provide the DCSO with either access to the system data, provide DCSO with data in a usable format, or ensure that the DCSO is able to download all data through the end of the contract period in a usable format.
5. Grant of Licenses. Subject to the terms of the Agreement (a) the Contractor hereby grants a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Securus Digital Mail Center solely for the DCSO's internal business purposes as described herein, subject to the service scope and pricing specified herein; and (b) the DCSO hereby grants the Contractor a non-exclusive, non-transferable right to use the electronic data specifically pertaining to the DCSO and/or its users that is submitted into the Securus Digital Mail Center (collectively, "DCSO Data") as necessary for the limited purpose of performing the service.
6. Compliance with Applicable Laws. The DCSO and the Contractor will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the Securus Digital Mail Center.
7. Ownership of Property. The Contractor owns and retains all right, title, and interest in and to the following (collectively, "Contractor Property"): (a) the Securus Digital Mail Center and all other software, hardware, technology, documentation, and information provided by the Contractor in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by the Contractor during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by the Contractor in writing, the non-exclusive use rights set forth in the Agreement are the entirety of the DCSO's rights in connection with the Contractor Property. The DCSO owns and retains all right, title, and interest in and to the DCSO Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by the DCSO in writing, the non-exclusive use rights set forth in the Agreement are the entirety of the Contractor's rights in connection with the DCSO Data.
8. Warranties. The DCSO expects that the Contractor will meet or exceed industry standards for quality control relative to scanned mail.

**Exhibit B  
METHOD OF PAYMENT**

The DCSO and the Contractor agree to the following:

A. Monthly Compensation Rate. On or about the first day of the month after installation of SCP, the Contractor will pay DCSO a fixed amount of \$20,833 per month (\$250,000 per year). Although the revenue paid by the Contractor to the DCSO is fixed, the Contractor will still provide an itemized report that reflects all activity/services provided for the previous month.

B. Applications Compensation. The Compensation for each Application is as described below:

1. Inmate Debit: The Contractor will invoice the DCSO on a monthly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable within 45 days from the date of receipt.

2. Guarded Exchange™ Call Monitoring: The Contractor will provide a 60-day trial of GEX System at no cost to DCSO. The Contractor and the DCSO agree to negotiate in good faith regarding GEX System compensation at the end of 60-day trial. In the event the DCSO desires to continue using the GEX System beyond the 60-day trial, the terms and conditions will be outlined through a formal amendment to this Agreement.

3. Automated Information Services:

No Cost Option – For any months during the Term where the DCSO permits the deployment of the Additional AIS™ Options (currently AdvanceConnect phone funding, Inmate Debit funding (only necessary where available), and inmate trust account funding), the Contractor will provide AIS™ to DCSO at no charge.

Integration Fees – Integration fees (if any) will be incurred by the Contractor.

4. Tablets: The Contractor will deploy free basic community tablets to Facility. In addition to the free basic community tablets, The Contractor will offer personal rental tablets with premium content.

The Contractor will offer personal rental tablets at a rate of \$5.00 per tablet per month plus applicable taxes and/or fees which are to be paid directly to the appropriate taxing authorities by the Contractor. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account.

5. eMessaging: The Contractor will provide eMessaging at no cost to the DCSO. Friends and family members can purchase a book of stamps in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus \$3.00 transaction fee and all applicable taxes)
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Friends and Family members are able to purchase stamps. A stamp is considered "redeemed" when it is used to send messages.

6. SVV and ConnectUs System. The Contractor will provide the equipment and related services at no cost to the DCSO.

The DCSO also agrees to implement the following additional requirements:

- a) The DCSO agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
- b) The DCSO will allow inmates to conduct remote visits without quantity limits other than inmate classification parameters or for individual inmate behavioral concerns.
- c) All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.

Costs for remote and on-site SVV are outlined in Exhibit B, and the Contractor is responsible for ensuring such costs are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges.

7. Securus Digital Mail Center: The DCSO acknowledges that the Contractor will deduct \$4.00 per Average Daily Population per month (Current Facility ADP~315) from the fixed monthly compensation amount paid to DCSO.
8. Threads™, Investigator Pro™, ICER™, and Video Relay Services: The Contractor will provide THREADS™, INVESTIGATOR PRO™, ICER™, and Video Relay Services at no cost to DCSO.

- C. The Contractor agrees to provide and install the following equipment and services as outlined below:

**Securus Inmate Services Platform – Number of Units Provided by Securus**

Type	Description	Qty
ITS Hardware*	Correctional Facility Grade Handsets	45
	Telecommunication Device for the Deaf	1
	I/PRO Enrollment Handsets	2
	Computer Workstation with a Printer	1
SVV Hardware*	Video Visitation Terminals - Single Handset (Inmate)	35
	Video Visitation Terminals - Dual Handset (Visitor)	9
	Mobile Cart, Including UPS Battery Backup	1
Tablets and Tablet Infrastructure	Community Tablets#	83
	Wireless Access Points ###	Up to 24
	Charging Carts ###	Up to 8
Connectus Software Application Installation, Integration**, Implementation, Hosting and Annual Licence Subscription Fees. Software Applications are made available on both the SVV terminals and the tablets	Connectus Software Applications:	
	- Securus Video Visitation Application	Included
	- Phone Call Application	Included
	- Inmate Forms Application (Grievance)	Included
	- Inmate Handbook Application (.PDF)	Included
	- Video Relay Service	Included
	- Job Search Application	Included
	- Law Library Application	Included

\* All ITS and SVV Terminals Includes the necessary wiring, mounts and switching/recording equipment to provide the service defined in the RFP

\*\* Customer is responsible for JMS/Commissary Integration fees, if applicable

# Additional tablets will be provided to supplement the community tablet are enrolled in the Make-it-mine program

### Exact WAP and charging cart Installation amounts will be based on site Installation surveys

The Equipment List is based on the initial installation.  
As demand and jail configuration change over time,  
additional equipment will be provided.

**INMATE-RELATED SERVICE FEES**

<b>Telephone Rates Per Minute</b>	
<b>Prepaid and Debit</b>	
Local	\$ .19
Intralata, Interlata	\$ .19
Interstate	\$ .19
International	\$ .50
<b>Collect</b>	
Local	\$ .19
Intralata, Interlata	\$ .19
Interstate	\$ .19
International	\$ .50
<b>Inmate Voicemail</b>	\$ .50

<b>Ancillary Services and Associated Fees</b>	
<b>Remote Video Visitation</b>	<b>\$.29 per minute</b>
<b>Onsite Video Visitation</b>	<b>FREE</b>
<b>eMessages</b>	<b>\$.50 per message</b>
<b>30 Day Personal Tablet Rental</b>	<b>\$5.00 1<sup>st</sup> Day then 29 days FREE</b>
<b>Tablet Premium Content</b>	
Music	\$1.06 - \$1.99
Games	\$3.99 - \$7.99
Videos	\$5.99 - \$10.99

<b>Service Fee for Phone Account Funding Deposits via Card</b>		
<b>Amount</b>	<b>Web</b>	<b>Call Center</b>
\$0.01 - \$20.00	\$3.00	\$5.95
\$20.01 - \$100.00	\$3.00	\$5.95

**Exhibit C**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.  
**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR or CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **CONTRACTOR or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONTRACTOR hereby grants to Douglas DCSO a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against Douglas DCSO by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas DCSO has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas DCSO may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CONTRACTOR shall furnish Douglas DCSO with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas DCSO before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. Douglas DCSO reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas DCSO reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas DCSO may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas DCSO Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure Douglas DCSO is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas DCSO may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas DCSO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

**Douglas DCSO reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**