

## CONTRACT AMENDMENT

**CONTRACT NAME: INMATE TELEPHONE AND VIDEO VISITATION**

**AMENDMENT NUMBER: 1**

This amendment is made to Inmate Telephone and Video Visitation (Contract) between the State of North Dakota, acting through its Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and Securus Technologies, Inc. (CONTRACTOR) dated November 1, 2016.

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

**a. Scope of Services – Email and Media**

Contract Section 3, Scope of Services. The scope of work is hereby amended as follows to include the following value-add features:

- 1) CONTRACTOR shall provide an integrated and security driven electronic email service to STATE facilities for family and friends to communicate with inmates. This service will give the STATE intel and other tools to manage and investigate inmate communication.
- 2) CONTRACTOR shall use offender demographic information provided by the STATE, or establish an interface with the STATE, to ensure housing information is current for routing messages.
- 3) CONTRACTOR shall provide the equipment needed for message printing and scanning messages located at STATE facility mailrooms.
- 4) As an alternative to printing and scanning messages, the CONTRACTOR shall provide inmate email and media kiosks within the living units and common areas of STATE facilities, as agreed upon by both parties.
- 5) CONTRACTOR shall provide a money transfer service for inmate banking CONTRACTOR is shall interface with the STATE's offender management system.
- 6) CONTRACTOR shall provide media players, accessories and related services (i.e. MP3s/music, eBooks, video games, videos, movies) for the inmates to purchase through the email and media kiosks.
- 7) STATE may request the removal/deletion of any media (i.e. MP3s/music, eBooks, video games, videos, movies, news, VideoGrams) at any time.
- 8) Any product additions to the Contract may be initiated via an email request between the parties. STATE may provide approval for product additions via email to CONTRACTOR.
- 9) Inmates shall be able to preview, purchase and download media (i.e. MP3s/music, eBooks, video games, videos, movies, news, VideoGrams), subject to the following conditions:
  - (a) Games, music, videos and movies will be available only to inmates that have a JPay Player or Tablet.
  - (b) Except for memory limitations, there shall be no limitations on the number of games, music, videos and movies an inmate can purchase.
- 10) CONTRACTOR shall provide 100, 7" Tablets to the STATE for educational use.
- 11) CONTRACTOR shall provide a 90 day warranty on all media players.

- 12) CONTRACTOR shall provide a 60 day warranty on all media player accessories purchased separately from the player.
- 13) CONTRACTOR shall provide warranty on software, hardware and equipment for the term of the Contract.
- 14) CONTRACTOR shall provide technical support to the STATE as well as friends and families of the inmates and the STATE inmates for the term of the Contract.
- 15) CONTRACTOR shall provide training to STATE staff and tutorials to inmates, friends and family.
- 16) Additional Kiosks. CONTRACTOR shall implement additional kiosks if inmate ratio is greater than 1:75 per facility to ensure all inmates have ready access to a kiosk, with little to no wait time.
- 17) Lockbox. At the request of the STATE, CONTRACTOR shall provide the STATE with a lockbox to receive inmate funds. CONTRACTOR shall collect and process the funds directly and deposits them to the inmate's account within 7-10 days.

**b. Email and Media Kiosk Service Level Agreements (SLAs)**

Below are the email and media kiosk SLAs for the following products:

1) Inmate Tickets and Responses

All Support Tickets are answered in the order they are received by product type. The volume of the support tickets received may delay a response, additionally not providing specifics will only delay an inmate's resolution. CONTRACTOR makes it their aim to respond to all offender inquiries within 7 business days.

2) Email and Media Kiosk downtime\*

- i. Priority 1 Tickets. Priority 1 trouble tickets are defined as any disruption or malfunction making the majority of kiosks unable to provide all or some services and applications. Upon notification or simply becoming aware of a software issue, CONTRACTOR'S technicians will respond to all Priority 1 trouble tickets within 24 hours. If onsite work is required, CONTRACTOR shall dispatch a technician. The CONTRACTOR account manager will be in constant communication with facility staff as to the trouble ticket's progress.
- ii. Priority 2 Tickets. Priority 2 trouble tickets are defined as any disruption or malfunction of kiosk service affecting 10-50% of the available kiosks at any facility. Upon notification, CONTRACTOR shall, whenever possible, respond to all Priority 2 trouble tickets within 48 hours. If onsite work is required, CONTRACTOR shall dispatch a technician. The CONTRACTOR account manager will be in constant communication with facility staff as to the trouble ticket's progress.
- iii. Priority 3 Tickets. Priority 3 trouble tickets are defined as any disruption or malfunction of kiosk service affecting 1 - 10% of the available kiosks at any facility. Upon notification, CONTRACTOR shall, whenever possible, respond to all Priority 3 trouble tickets within 72 hours.

\*The SLA's are dependent on technicians being admitted to the facilities in a timely manner.

**c. Compensation Details**

CONTRACTOR shall pay the following commission to the STATE:

Money Transfers			
Purchase Amount	Online Fee	Phone Fee	Commission
\$0.00 - \$20.00	\$3.90	\$4.90	25%
\$20.01 - \$100.00	\$6.90	\$7.90	25%
\$100.01 - \$200.00	\$8.90	\$9.90	25%
\$200.01 - \$300.00	\$10.90	\$11.90	25%

Item	Cash	Credit	Commission
Lobby Kiosk Transactions	\$3.00	Online Pricing	25%
MoneyGram - \$0.01 - \$500.00	\$5.95	N/A	25%
Lockbox	No Cost	N/A	0%

Products			
Item	Description	Cost	Commission
Stamp	eMessaging, Snap n' Send, attachments, VideoGrams*	\$.40 (discounts available for volume purchases)	\$.05/stamp
Stamp	eMessaging purchased through the Email and Media Kiosk	\$.40 (discounts available for volume purchases)	\$.03/stamp
MP3	Per song	\$1.06 to \$1.99 plus applicable sales tax	4% not including sales tax
MP3	Per album	Varies plus applicable sales tax	4% not including sales tax
Games	Per game	Varies plus applicable sales tax	5% not including sales tax
eBook	Per book	\$0.99	5% not including sales tax
News	Per Month	\$4.99	5% not including sales tax
CONTRACTOR Movie Store	Non-Explicit content (comparable to G, PG, or PG-13 MPAA standards), CONTRACTOR provides dedicated team to review all video content prior to release, all content on CONTRACTOR tablets is encrypted Video files cannot be copied or transferred to other tablets	Rental Prices: \$0.99 to \$9.99; Purchase prices: \$1.99 to \$19.99	5%
CONTRACTOR Video Store	Short duration (<60 minutes), No explicit content (comparable to G, PG, or PG-13 MPAA standards), CONTRACTOR provides dedicated team to review all video content prior to release, all content on CONTRACTOR tablets is encrypted, Video files cannot be copied or transferred to other tablets, Categories include: Education, Mediation, Fitness, Motivational and Entertainment	Rental Prices: \$0.99 to \$9.99; Purchase Prices: \$0.99 to \$29.99	5%
JP5 Mini	16GB Email and Media player	\$64.99	\$5.00

JP5s	32GB Email and Media player	\$119.00	\$10.00
Player Accessories	Bluetooth headphones, keyboard, screen protector, USB charging cable, power adaptor, mesh carrying bag	Varies plus applicable sales tax	5%

\*Five (5) stamps must be purchased in order to send a VideoGram.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

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**SIGNATURE PAGE FOLLOWS.**

EXECUTION

<b>CONTRACTOR</b>	<b>STATE OF NORTH DAKOTA</b>
Securus Technologies, Inc.	Acting through its Information Technology Department
BY: <i>Robert Pickens</i>	BY: <i>Greg Hoffman</i>
Printed Name: <i>Robert Pickens</i>	Printed Name: Greg Hoffman
Title: <i>CEO; President</i>	Title: Director, Administrative Services
Date: <i>2-13-18</i>	Date: <i>1-22-2018</i>
<b>STATE OF NORTH DAKOTA</b>	
Acting through its Office of Management and Budget, ND State Procurement	
BY: <i>Angie Scherbenske</i>	
Printed Name: Angie Scherbenske	
Title: Procurement Officer II	
Date: <i>1-24-2018</i>	

*as to form*

A circular stamp with the text "APPROVED BY LEGAL" at the top and "INITIAL & DATE" at the bottom. Inside the circle, the initials "JMC" and the date "2/6/18" are handwritten.