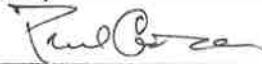



MODIFICATION OF CONTRACT			Page of	Pages
			1	9
1A. Contract No. 696-IT-9-15-C0069	1B. Order No. (PO,JO,SA)	2. Modification No. M-012	3. Effective Date Upon Signatures of Both Parties	
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Information Technology, Construction and Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) CenturyLink Public Communications, Inc. 600 New Century Parkway New Century, KS 66031		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section I.14, Contract Changes.				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Revise Sections C.3.10, F.2, G.2.2, I.5 and Statement of Work for the Managed Access System.				
9. DESCRIPTION OF MODIFICATION:				
<p>A. Revise Section C.3.10 Added Value, by adding additional Added Value Services, paragraph one (1) to read:</p> <p>During the term of this Contract, the Contractor may propose additional services/incentives that are directly related to the OTS and may have added value to this Contract. All no charge added value services/features agreed upon by the Contractor and Department to date will remain no charge through the end of the contract period, to include any option to extend periods.</p> <p>B. Revise Section F.2, Option to Extend, paragraph one (1) to read:</p> <p>The Department reserves the right to extend this Contract for one (1) additional two (2) year term, September 1, 2015 through August 31, 2017 and two (2) additional one (1) year terms, September 1, 2017 through August 31, 2018 and September 1, 2018 through August 31, 2019. The Department shall notify Contractor as per Section I.15.</p> <p>C. Pursuant to Section F.2, Option To Extend, the Department hereby exercises the option to extend the term of the Contract for one (1) additional (1) year term, September 1, 2017 through August 31, 2018.</p> <p>D. Effective April 6, 2017 – Revise Section G.2.2, Contract Administrator, to reflect the name, telephone number and e-mail address of the new Contract Administrator. The new Contract Administrator is Terri Bennett, CTPM, the telephone number is (936) 437-7158 and the e-mail address is terri.bennett@dcj.texas.gov.</p>				
Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print) Paul N. Cooper Vice President and General Manager CenturyLink Public Communications, Inc		9B. Century Link Public Communications, Inc.  _____ (Signature of Authorized Representative)		9C. Date Signed 7/18/2017
10A. Authorized Representative Bryan Collier Executive Director		10B. Texas Department of Criminal Justice  _____ (Signature of Authorized Representative)		10C. Date Signed 8/2/17

- E. Revise Modification B from Contract Modification M-008, August 6, 2012 to replace the “Append the following to Section I.5:”

The Department and Contractor acknowledge and agree Section I.5 of the Contract shall not be applicable to services and equipment in connection with the Managed Access Systems to be installed and operated by Securus Technologies, which shall contract with Contractor for the installation and operation of such system. Contractor shall require that the indemnification language set forth in Section I.5 of the Contract be contained in its contract with Securus Technologies and the contract shall provide that Department is a third-party beneficiary of said contract and may enforce the covenants contained in the indemnification provision against Securus Technologies. Contractor understands and agrees the consideration for Department waiving the applicability of the indemnification provisions contained in Section I.5 with respect to the installation and operation of the Managed Access Systems is Contractor’s compliance with requirements set forth herein.

- F. Revise Modification D from Contract Modification M-010, December 8, 2014 to replace the “Statement of Work for Installation of Managed Access Systems at the Mark Stiles and William G. McConnell Units” with the attached “Statement of Work for Installation of Managed Access Systems at the Mark Stiles and William G. McConnell Units.”

Statement of Work for Installation of Managed Access Systems at the Mark Stiles and William G. McConnell Units in accordance with section C.3.10, Added Value, Under Contract 696-IT-9-15-C0069 between Texas Department of Criminal Justice ("TDCJ" or "Department") and CenturyLink Public Communications, Inc. ("Contractor")

A. Contractor, through subcontractor Securus Technologies, Inc. ("Securus"), will install turnkey cellular and wireless managed access systems, hereafter referenced as the "Systems", at the Mark Stiles and William G. McConnell units. Contractor will provide all supporting components as part of the turnkey installation, including the cellular management and control equipment, hardware, operating system software, installation and training. Contractor agrees and will ensure that the "Systems" will be completely installed and operating as required by the TDCJ within nine months after execution of contract modification M-012 and asset transfer as outlined in Section B.

B. Title to the existing Distributed Antenna System ("DAS") and networking components (collectively "System Infrastructure") installed by Contractor through prior subcontractor ShawnTech Communications, will be transferred to TDCJ prior to commencement of System installation at no cost, and TDCJ will grant Contractor and subcontractor Securus unrestricted use of System Infrastructure solely to support TDCJ Managed Access operations for so long as contract 696-IT-9-15-C0069, including any extensions or option periods, is in place. Securus will provide ongoing turnkey maintenance support of the System Infrastructure, including repairs and replacements of all equipment components comprising the System Infrastructure, as long as contract 696-IT-9-15-C0069, including any extensions or option periods, is in place. Title to the newly installed radio controllers and base transceiver stations, which will utilize System Infrastructure, will be retained by Securus and upon contract termination, de-installed and removed from each unit in coordination with TDCJ. Contractor will grant TDCJ unrestricted use of the newly installed radio controllers and base transceiver stations, solely to support TDCJ Managed Access operations for so long as contract 696-IT-9-15-C0069, including any extensions or option periods, is in place.

C. Contractor will provide 7 day/24 hour/365 days per year maintenance coverage on all equipment, hardware components and operating system software, as well as any other components that support the functionality of the System. Contractor agrees that there will be absolutely no cost to the TDCJ for turnkey installation and implementation of the "Systems", including all supporting components. Contractor agrees that there will be no cost for 7 day/24 hour/365 days per year maintenance coverage of the "Systems", as long as contract 696-IT-9-15-C0069 is in effect. This "no cost" commitment shall include, but not be limited to, replacement by Securus of any part of the "Systems", including any supporting components, that may become damaged or require replacement due to a normal equipment failure and/or casualty event; this "no cost" commitment will not include damage or equipment failure requiring replacement that occurs as a result of the actions or conduct of TDCJ employees, agents, or offenders. Notwithstanding the above, Securus shall replace at the cost and expense of the TDCJ any part of the "Systems", including any supporting components, that may become damaged or require replacement as a result of the actions or conduct of TDCJ employees, agents, or offenders. If the Contractor determines that a distributed antenna within a specific area of the Stiles and/or McConnell unit(s) has been physically blocked as a result of new construction, such as fencing, building or wall, by TDCJ and such blockage obstructs normal antenna operation, then TDCJ shall bear the expense of system augmentations required to correct the antenna blockage issue. The contractor must provide detailed testing results and/or other supporting documentation that demonstrates that the aforementioned new construction has obstructed normal antenna operation. TDCJ shall have the right to conduct its own investigation and testing of the specific area.

D. Contractor will be responsible for obtaining and maintaining, in consultation with the TDCJ, all required licenses (e.g. Federal Communications Commission) or any other approvals needed to operate

the "Systems" at the Stiles and McConnell Units. Contractor is also responsible for obtaining all legal agreements and/or licenses that may be required with cellular or wireless carriers to operate the "Systems" on commercial mobile carrier-owned spectrum through a lease transfer. Contractor agrees and will ensure that "Systems" will be compliant with all federal and state laws, and must not be impaired or restricted by legal issues.

E. Contractor agrees and understands that the "Systems" to be installed are designed to provide the following intended services to the TDCJ; (1) detect the operation of an illicit cellular or wireless device within the offender housing units and other agreed-upon coverage areas (See Attachment A), (2) record relevant information for each illicit device as available, such as electronic serial numbers, make/model of phone, time/day of detection, and subscriber information, (3) prevent illicit devices from accessing and therefore connecting to commercial mobile carrier networks to call out or otherwise communicate (e.g. text/SMS, internet access over a cellular connection) in accordance with current laws, and (4) provide easy-to-use tools for tracking activity and alarms of fault events, indicating System operation issues and/or failures on such components as; however, not limited to base station radio, DAS, fiber loss and remote radio.

F. The existing "System Infrastructure" will be integrated with the newly installed radio controllers and base transceiver stations to ensure a "secure umbrella" is in place to capture, retain and control unauthorized devices. The "Systems" will allow authorized devices to be rejected and/or redirected to the commercial mobile carrier networks to attempt to facilitate calls by authorized cell phones or wireless devices. If carrier reject or redirect cannot be facilitated due to RF signals and environmental conditions, authorized cell phones will be allowed to make outbound calls through alternative routing to a Contractor provided landline connection.

G. Contractor further agrees and will ensure that upon installation that the "Systems" will meet the following specific technical operating and performance requirements;

(1) Will provide the TDCJ a 7 day/24 hour/365 days per year solution for managing and controlling use of illicit wireless devices – voice, text, and data – within a specifically defined coverage perimeter of each unit as documented in Attachment A.

(2) Will allow outbound voice calls for authorized TDCJ wireless users (as defined by name, title, mobile phone number, IMSI and IMEI) while preventing all other communications, except for 911 call access and calls, as noted in Section G above. If text and data connectivity for authorized users is available in the future, it will be provided to TDCJ at no cost.

3) Will provide a user-friendly graphical user interface ("UI") that allows authorized users to view "Systems" data, which includes activity such as log-in and mode change, etc., detected devices, device activity, and general system operation status and health. It is understood by both parties that access to this information will be restricted to a limited number of authorized TDCJ users, as determined by TDCJ and, these authorized users will utilize the information only for legitimate law enforcement, investigative, and/or penological purposes.

(4) Will operate within the call set-up layer of the wireless network, and allow select authorized devices (as defined in G.2 above) to complete an outgoing call. Unauthorized devices will be managed so that connection to the commercial mobile carrier network does not occur. There will be no limit on the number of authorized devices that can be added to the TDCJ authorized list; however, the System will be limited to five (5) simultaneous outbound voice calls at one time. When the capacity for simultaneous outbound voice calls is increased, it will be made available to TDCJ at no cost.

(5) Will allow authorized devices to be rejected and/or redirected (carrier reject) to the commercial mobile carrier networks to attempt to facilitate calls by authorized cell phone or wireless device. If an authorized user's cell phone cannot be rejected and/or redirected, it can be allowed to make outbound calls through alternative routing to a contractor provided landline connection.

(6) Will utilize an uninterruptable power supply (UPS) and be connected to local emergency power provided by TDCJ as available to ensure continual performance.

(7) Will log and retain all wireless activity being prevented and all logged data will be transmitted to and stored in Securus' Storage Area Network and duplicated to ensure copies are maintained. The "Systems" UI will be immediately accessible ("online access") by authorized TDCJ staff for the life of the contract; in addition, all data will be archived for the life of the contract and thereafter all data will be delivered to TDCJ in an acceptable format.

(8) Will provide a client workstation and software, which is the "Systems" User Interface ("UI") that is web-based and accessible from any PC or workstation with Internet Access. The UI will be limited to authorized TDCJ staff who are approved to know the operating status of the Systems and to view illicit cell phone registrations and activity.

(9) Will process all currently available cellular radio access network protocols and detect all wireless devices of the covered types, regardless of wireless frequency, that are powered on within the coverage perimeter, as documented in Attachment A. If a new radio access network ("RAN") protocol becomes commercially available to the general public in the Geographic Service Areas ("GSAs") where the Stiles or McConnell Units reside, Securus will provide control and management technology for the new RAN technology in accordance with G.12.

(10) Will retain a "Device Database" that will log the International Mobile Equipment Identity (IMEI); International Mobile Subscriber Identification (IMSI); electronic serial number (ESN) and/or the Mobile Equipment Identifier (MEID and registration of activity date and time. In addition, the "Systems" will identify the base transceiver station that the illicit device is connected to (may be different than the carrier for the device in the event of roaming agreements) and the commercial mobile carriers and specific radio protocol that illicit devices are attempting to access.

(11) Will be able to alert authorized TDCJ staff with an "Event Notice" through a phone call or email message of "Systems" faults, and provide the impact of the fault to the control and management performance of illicit devices along with steps being taken to resolve the fault. The Event Notice would continue to stay active until cleared by authorized staff in consultation with Securus technical support.

(12) Will be flexible and of a modular system architecture. As technology changes, individual elements of the "Systems" architecture can be upgraded. Future protocols will be able to be incorporated into operating "Systems" because of modularity and flexibility. As new protocols are developed by the commercial carriers, and as characteristics of the cellular environment evolve, the "Systems" will be able to evolve and adapt through the addition or upgrade of new technologies in the form of replacement or additional base stations and other system elements.

a. Contractor will continuously perform comprehensive remote RF scans at both the Stiles and McConnell units to identify commercial mobile carrier network changes (i.e. new frequencies, next generation protocols, etc.).

b. Upon discovery of a commercial mobile network change within the Stiles and/or McConnell unit(s), either by continuous RF scans or another method (i.e. announcement by a commercial carrier, discovery by TDCJ personnel, etc.), whichever is sooner, the "Systems" will be modified and the

configuration changes shared with TDCJ to ensure any release and coverage gap areas are addressed within 90 days. If a new radio access network (“RAN”) technology (e.g. 5G) becomes commercially available to the general public in the Geographic Service Areas (“GSAs”) where the Stiles or McConnell Units reside, Securus will undertake all commercially reasonable efforts to provide control and management technology for the new RAN technology as soon as possible following the RAN technology’s commercial availability to the Stiles and McConnell GSA’s; in no case will these efforts exceed 12 months of the new RAN technology’s deployment to the area.

c. Contractor will perform quarterly on-site expanded coverage testing within all buildings and the defined coverage perimeter, as documented in Attachment A, at both the Stiles and McConnell units to identify any gaps in "Systems" coverage. TDCJ reserves the right to conduct on-site testing at any time.

d. Upon discovery of any gaps in "Systems" coverage within the Stiles and/or McConnell units by the Contractor and/or TDCJ, the Contractor will be responsible for implementing the necessary corrective action to resolve any coverage issues. The Contractor must complete any corrective action within 90 days of their discovery and/or notification by TDCJ of existing coverage issues.

(13) Will utilize a web-based portal (“UI”) for reporting on all “Systems” that includes report and search capabilities for all illicit device activities. To the extent the UI does not meet the needs of TDCJ, Contractor and Securus will work jointly with TDCJ to customize reports within a commercially reasonable timeframe.

(14) Will use commercially reasonable efforts to create new ad hoc reports requested by TDCJ and will ensure timely and accurate response to all written requests for custom reports.

(15) Will attract mobile devices of covered types within the coverage perimeter, as documented in Attachment A, for a registration process even when they are not in use but are powered on. All mobile devices that are powered on within the coverage perimeter, as documented in Attachment A, will be detected and controlled by the "Systems" if they are utilizing covered protocols.

(16) Will have ability to send text messages with approved messages to unauthorized or unknown devices. If text messaging to authorized devices is developed in the future, it will be made available to TDCJ at no cost. These text messages can be tailored to specific devices or device groups and may be custom or predefined messages; however, such abilities may be temporarily unavailable until emerging technologies solutions are implemented by Securus in accordance within section G.12.

(17) Will have the ability to independently scan the RF commercial mobile carrier environment, with Network Operations Center technicians having the ability to alert higher-level RF System engineers to remotely calibrate the “Systems”; adjusting for changes to carriers' signals and/or signal strength in the coverage area of the units. When changes are detected, and differ from the initial baseline design configuration, the “Systems” will be adjusted to ensure control of unauthorized wireless devices.

(18) Will detect, alert, and report any “Systems” faults due to attempts to tamper with or disable hardware or software; these “Systems” faults will include power loss, fiber loss, and remote radio alarms. “Systems” will be monitored at several layers so that all authorized personnel are informed of issues or compromises.

(19) Will monitor for intrusion to the “Systems” and report/alert if changes occur. “Systems” monitoring logs will include system shutdowns/power on, login access (failures and successes), IP address of remote system, and other data.

(20) Will have ability to scan commercial mobile carrier networks and their cellular transmissions in the coverage perimeter, as documented in Attachment A, and compare results to previous baseline results.

(21) All intelligent components that can be monitored will be monitored, including the radio control equipment, base transceiver stations, DAS head end, and RF transmission equipment such as antenna remote units and hubs.

(22) Will not interfere with equipment operated by the TDCJ within the designated perimeter including but not limited to VHF/UHF radios and body alarm systems. Notwithstanding the above, the "Systems" require the specific model type and frequencies used by all existing wireless transmission devices, including VHF/UHF radios and body alarm systems, which may necessitate filtering out transmission of and/or receiving signals from these systems.

(23) Receive, evaluate, and route E911 emergency calls to be completed by any device, authorized or unauthorized, unless impacted by an outside event such as an outage in the Public Telephone Network. E911 calls must be routed to the local Public Safety Answering Point ("PSAP").

(24) Will not interfere with the normal operation of any wireless device outside the designated perimeter.

H. Contractor will provide a Texas-based technician to perform on-site maintenance and other service requirements to ensure the "Systems" perform at an optimal level. Contractor will provide 7 day/24 hour/365 days per year maintenance and service response based on the following criteria;

Priority 1 – Critical failure where 5% or more of the equipment in an entire facility or building is not functioning properly will be responded to remotely within 1 hour; on-site arrival within 4 hours; resolution within 24 hours.

Priority 2 – Major failure where less than 5% of the equipment in an entire facility or building is not functioning properly will be responded to remotely within 2 hours; on-site arrival within 6 hours; resolution within 36 hours.

Priority 3 – Minor service issue or localized failure requiring repair, assistance, or maintenance will be responded to remotely within 2 hours; on-site arrival within 1 business day; resolution within 2 business days.

I. Contractor will provide the necessary technicians, local field service staff, RF engineers and "Systems" Engineers to ensure optimal "Systems" performance is consistently sustained and that maintenance response and resolution time requirements are continually met. Contractor will provide quarterly calibration of all "Systems" equipment. Contractor will develop and provide detailed preventative maintenance protocols and schedules, subject to approval by the TDCJ, within 30 days of beginning "Systems" installation.

J. Contractor will provide 7 day/24 hour/365 days per year remote monitoring of the "Systems" through a Network Operations Center that is staffed by personnel extensively trained to provide prompt resolution of any "Systems" issues, problems, failures that occur at any time. The Network Operations Center will also serve as the primary point of contact for the TDCJ to report any type of maintenance or service request. Contractor will provide the TDCJ a toll free number to the Network Operations Center within 30 days of beginning "Systems" installation.

K. Contractor will provide system overview manuals for all authorized TDCJ staff. The manuals will contain all information necessary to operate the "Systems" as designed, generate all available reports, troubleshoot "Systems" operating problems, process and contact numbers for contacting Network

Operations Center, technicians, local field service staff, RF engineers and “Systems” Engineers, as well as an escalation list for contacting management personnel on failures to meet contractual performance requirements.

L. Contractor will provide the TDCJ on-site customer “Systems” overview training upon implementation of the “Systems” and throughout the course of the contract as directed by the TDCJ. Customized training plans will be developed for TDCJ personnel based on TDCJ requirements. Contractor will retain both physical and electronic documentation and training/user manuals for the “Systems.” The electronic versions will be placed on a web-based customer portal. Training sessions will be hands-on if so desired by the TDCJ in groups or one-on-one in a classroom format or via webinar.

ATTACHMENT A
Defined Perimeter of RF Coverage

RF Coverage areas for the “Systems” will remain unchanged from current areas of coverage, which include coverage of all buildings used for offender housing, TDCJ administration, Chapel, plus coverage in recreation yards. Visual depictions below represent current areas of coverage from prior Statement of Work associated with Mod-008.





McConnell Unit



Stiles Unit



Legend

-  Building Housing Offenders (reference only)
-  Building TDCJ Administration (reference only)
-  Chapel (Stiles) (reference only)
-  System RF Coverage area