FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain inmate Master Service Agreement with an Effective Date of August 23, 2010 ("Agreement") by and between Broward County Sheriff's Department, Florida ("Customer") and Securus Technologies, Inc., f/k/a T-NETIX Telecommunications Services, Inc. ("Provider").

WHEREAS, Customer desires and Provider agrees to deploy certain new features pursuant to the terms and conditions outlined below; and

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

TERM. This First Amendment will commence on the First Amendment Effective Date and will remain in effect through the term of the Agreement and any renewals thereof.

APPLICATIONS. In addition to the Applications currently being provided to you pursuant to the Agreement, Provider will deploy the features described below.

AUTOMATED INFORMATION SERVICES

1.0   DESCRIPTION.

Provider will provide the Automated Information Services as described herein through and via Exhibit A hereto. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends and families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary Balances*
- Charge Information*
- Court Appearance Dates, Times, Locations*
- Bond Amounts, Types*
- Projected Release Dates*
- Visitation Eligibility, Times*

*Pending MIS system data flow
Expected Data Flow:
An automated inmate population report is "exported" from the JMS system and "imported" to AIS™ in predetermined intervals through File Transfer Protocol (FTP). 15 minute intervals are standard and most common, but shorter or longer intervals are also supported.

Securus hosts an FTP server for this transfer and clients are provided login credentials to "push" files to a Securus Data Center. Secure FTP (SFTP) is also supported. Securus does not typically "pull" data, nor require JMS network access.

Automated Information Services 2.0 is configurable to meet the specific needs of Customer's facility. The standard option includes automation of inmate and facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's facility and the additional following services:

    A.   Automation of inmate and facility information to constituents (standard)
    B.   Automation of inmate and facility information to inmates (standard)
    C.   Ability to open or fund a Securus pre-paid telephone account
    D.   Ability to fund an inmate commissary accounts

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

2.0 **STATEMENT OF WORK**: The Provider agrees to provide the following services and system in addition to the present services and systems already being provided to Customer by Provider

    a. Specifications and Assumptions

        The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

Outside "Friends and Family" Application(Pending MIS data flow. (Expected Data Flow:
An automated inmate population report is "exported" from the JMS system and "imported" to AIS™ in predetermined intervals through File Transfer Protocol (FTP). 15 minute intervals are standard and most common, but shorter or longer intervals are also supported.

Securus hosts an FTP server for this transfer and clients are provided login credentials to "push" files to a Securus Data Center. Secure FTP (SFTP) is also supported. Securus does not typically "pull" data, nor require JMS network access.

      i.

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Interfaces in English, Spanish and Haitian Creole.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.

- Inmate location (if multiple addresses).

- Projected Release Dates.

- Identification of detainers and holds.

- Support for inmate types such as regular, federal, juvenile.

- Blocking of sensitive (sex, child crime charges) inmates.

- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions polices, inmate phone system information, and commonly requested phone numbers.

- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.

- Transfers of exception callers back to facility staff members for personal assistance.

- Queuing with hold music and updates for transferred callers when facility staff members are unavailable. Provider shall not violate any copyrights associated with playing of said music and shall secure, as necessary, applicable licenses at Provider's expense to allow for Customer to play the music relative to this service and at the option of Customer, Customer will provide a voice narrative created by Customer of a Customer's spokesperson's voice explaining the services and activities of the Broward Sheriff's Office.

- Provide a transfer or option to Customer's personnel to reasonably accommodate callers who are disabled as defined by the American with Disabilities Act and Florida law.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press *11 for Automated Inmate Information."

- Interfaces in English, Spanish and Haitian Creole.

- Commissary Balances.

- Charges.

- Court Dates and Locations.

- Bond Amounts and Types.

- Visitation eligibility and times including times by inmate name, housing location.

- Visits remaining for the week.

- Inmate location (if multiple addresses).

- Identification of detainers and holds.

- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in fifteen minutes intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.

- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes)
- Call Summary and Port Usage Reports Provided via web portal

b. <u>Implementation Overview</u> (timeline, roles, responsibilities):

Provider will provide two Project Schedule/Plan to the Customer. One Project Plan will be to implement Base AIS with an assumption of a 90 day implementation lifecycle. The Second Project Plan will be to implement the Haitian Creole AIS IVR with an assumption of a delivery date no later than January 31st, 2015. Delivery of both Base AIS and the Haitian Creole AIS IVR will be dependent on Customer's resources meeting milestones/task identified within the Project Schedule.

c. <u>Equipment</u>. Since the AIS™ solution will be hosted, no new equipment will be installed at Customer Facility. However, Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection. If new equipment is needed for full operation of the contemplated services herein, then the cost and expense of such equipment, including installation, will be burdened by Provider.

d. <u>Service Level Agreements</u>

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.
- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to priority 1 support calls. Priority support calls are defined as AIS is "down" and not accepting phone calls
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 1 business day.One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.Free onsite support shall be provided by Provider should remote diagnostics and resolution of software issues that cannot be timely remedied by Provider by distance interfaces
- Voice file re-recordings not to exceed 3 hours per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.
- Annual system review meetings
- A monthly Call Summary Report provided via web portal with a breakdown of all calls received during the designated report period to provide a "birds eye" view of all usage including total calls, call durations and the automation rate, and said monthly reports shall identify any system downtime.

3. **CONSIDERATION:** All of the Provider's services and labor under this Amendment shall be provided at Provider's expense. In consideration of Provider's services and labor under this Amendment, the Provider will be solely compensated as follows:

A.   The services provided by telephone to all callers and inmates shall be free except if the caller wishes to fund an inmates' commissary account or fund a Secures prepaid telephone account.

B.   If the caller voluntarily opts for these funding services by telephone then the Provider shall be entitled to charge up to the following fees:

Inmate Trust / Commissary Account Funding
Convenience fees for trust account deposits through AIS™ range from $5.49 to $9.49, depending on the deposit amount. The maximum deposit amount is $200. Below is the convenience fee schedule.
Deposit Amount Convenience Fee Amount

$0.01 - $40 $5.49
$40.01 - $100 $7.49
$100.01 - $200 $9.49

Convenience fees make funding through AIS™ viable through covering transactional expenses such as merchant services fees, ACH fees, bad debt (chargebacks), telecommunication transport costs, bandwidth, data center, and server consumption.   There is a limit of $200 per month for each inmate. AIS will not allow an inmate to receive more than $200 of deposits within a calendar month. There is a limit of $200 per calendar month per credit card.

C. Prior to any caller being charged the forgoing fees the Provider shall:

   a. Inform the caller, prior to caller being charged, that they can avoid being charged this commissary funding fee by going to the main jail complex to fund the inmates' commissary account in person.
   b. Inform the caller, prior to the caller being charged, that this is a final transaction and no refunds of remaining balances of inmate commissary accounts will be realized by caller.
   c. Inform the caller, prior to the caller being charged, that Customer is not liable for the use of this system and/or any incorrect credits or deposits into inmate's commissary accounts and caller must call Provider directly at a stated toll-free telephone number to resolve or address any issues regarding this service.
   d. If the caller is funding Provider's prepaid inmate telephone accounts, then said applicable fees charged by Provider shall be disclosed to the caller prior to the caller entering into the transaction with the Provider.

Customer may modify this forgoing list of informational messages should it deem necessary (but not the fees charged) and said informational messages shall be available in English, Spanish and Haitian Creole.

4. **LANGUAGE MODULE DEVELOPMENT:** Provider will develop a Haitian Creole IVR at a one-time charge of $9,998.00 to Customer. Customer will be invoiced upon execution of this agreement for ½ of said amount and the remaining balance will be invoiced to Customer after said Haitian Creole IVR has been implemented and is operational into the system.   Failure of Provider to complete the development, implementation and activation of the Haitian Creole IVR option for Customer's system by January 31, 2015, will entitle Customer to refund of all payments of the total $9,998.00 made under this paragraph and Customer's unilateral right, to be exercised at any time, to terminate this Amendment with a thirty (30) day written notice to Provider. Notwithstanding anything to the contract Customer's current voice automated system provides for Haitian Creole interface and thus the parties agree that Customer is not obligated to discontinue its current system and implement the service by the Provider contemplated herein, until such time as the Haitian Creole IVR is developed and ready for use. Customer refund is dependent on the

Customer meeting milestones/tasks assigned to Customer resources by Provider including; design, voice file recordings, QA, review, etc.

5. **SPECIAL PROVISIONS**:

A. Provider will offer a service which will interface with the commissary funding and accounting system presently being provided to Customer by Trinity Services Group, Inc. (Trinity). All costs associated with Provider's interface with Trinity's system shall be burdened by Provider. If there is a conflict between the services provided by the Provider in funding inmate commissary accounts and Trinity's funding, accounting and/or managing commissary accounts, then Customer reserves the right to terminate the services offered under this Amendment and/or limit Provider's participation in the funding of inmate commissary accounts by telephone. Provider's claim to commissions or fees shall be limited to transactions over the telephone via Provider's automated services and not applicable to commissary account funding facilitated via internet, e-mail, inside facilities' kiosks, walk in deposit and/or western union transfers.

B. Customer shall not be liable for any funds improperly deposited or redirected into accounts by Provider or individuals using Provider's services and Provider indemnifies and hold harmless Customer for all claims of any nature arising or relating to the Provider's services being offered under this Amendment by Provider and/or its subcontractors, including but not limited to, Telerus.

C. The Customer can terminate the services provided under this Amendment for convenience with a prior 6 month written notice to the Provider

D. All credit or debit card disputes instituted by caller shall be handled by Provider, and any refunds to caller instituted by caller's bank or financial institution shall be at Provider's risk of loss.

E. Initial phone service welcome message (before callers are allowed to select options) shall be a pre-recorded message provided by Customer and may be modified, updated or changed every thirty (30) days and any costs in creation or modification of this message shall be burdened by Provider. Voice talent shall be provided by Provider for the services under this Amendment at no additional charge or fee to Customer. At Customer's option, Customer may provide voice talent for various portions of the services being provided under this Amendment

F. Unless at the option of the Customer, Provider shall commence full operational services no later than January 31, 2015 a.m. (EST).

G. This Amendment is applicable only to the main lines servicing Customer's Detention Facilities used by the general public.

H. Notwithstanding anything to the contrary contained in this Amendment, the Customer is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract

I. Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent Provider is a Contractor acting on behalf of the Customer pursuant to Section 119.0701, Florida Statutes, Provider shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by Customer in order to perform the service;

(2) Provide the public with access to such public records on the same terms and conditions that Customer would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(4) Meet all requirements for retaining public records and transfer to Customer, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to Customer in a format that is compatible with the information technology systems of Customer

J. Provider represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other relationship to Provider has not been placed on the convicted vendor list following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement, and may result in debarment from Customer's competitive procurement activities. In addition to the foregoing, Provider further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

Except as otherwise set forth herein, all terms and conditions of the parties' original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the below dates by their duly authorized representatives.

BROWARD COUNTY SHERIFF'S OFFICE, FLORIDA		SECURUS TECHNOLOGIES, INC.	
By:	*[signature]*	By:	*[signature]*
Name:	Colonel Gary Palmer	Name:	Robert Pickens
Title:	Executive Director/DODCP	Title:	President
Date:	8/26/14	Date:	9-4-14

Approved as to form & legal sufficiency subject to the execution by the parties

By: _____ Date: 082514

    Ronald M. Gunzburger, General Counsel
       Broward Sheriff's Office

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Section 5. Data Requirements

Fields	Description	Type	Length	Mandatory/Optional
Inmate Last Name	Last Name of Inmate	ALPHA	Variable	Mandatory
Inmate First Name	First Name of Inmate	ALPHA	Variable	Mandatory
Inmate Middle Name	Middle Name of Inmate	ALPHA	Variable	Optional
Inmate Type	Regular, Juvenile, Transfer (REG, JUV, TRA)	ALPHA	Variable	Optional
Inmate Identification Number	Alphanumber, but alpha position is set.	ALPHANUM	Variable	Mandatory
Charge Statute Number	Statute(s) associated with charge(s)	ALPHANUM	Variable	Optional (requires literal description or translation table)
Charge Literal Description	Description of charge(s)	ALPHA	Variable	Optional
Inmate Birth Date	Birth Date of Inmate	DATE	8 (YYYYMMDD)	Optional
Projected Release Date	Projected Release Date	DATE	8 (YYYYMMDD)	Optional
Cash Balance	Cash Balance	NUMBER	8	Optional
Debt Balance	Debt Balance	NUMBER	8	Optional
Visits Remaining	Visits Remaining for Week	NUMBER	2	Optional
Court Date	Next scheduled court date	DATE	8 (YYYYMMDD)	Optional (requires time/location)
Court Time	Time of next scheduled court date	CHAR	4 (00:00)	Optional (requires date/location)
Court Location	Specific courtroom of hearing	CHAR	Variable	Optional (requires date/time)
Bond Type	Cash, Surety, Property, PR, PRCS, Fine, Cash/Property/Surety	CHAR	Variable	Optional (requires amount)
Bond Amount	Amount of Bond or Fine	NUMBER	8	Optional

SECURUS

telerus

Broward County Sheriff's Office, FL - AIS™ IVR Proposal

Section 6. Diagram

Routine citizen phone calls from friends, family, bondsmen, attorneys dialing the same published number(s) as always.

PUBLIC

Off Site Server Farm "In the Cloud" 80% automation rate

AIS™

Remaining Citizen Calls (Non-automated)

Internet

JAIL

Jail Mgmt System (JMS)