

AGREEMENT

by and between

THE SHERIFF OF BROWARD COUNTY, FLORIDA

and

T-NETIX TELECOMMUNICATIONS SERVICES, INC.

THIS AGREEMENT entered into this 23rd day of August, 2010 by and between the **Sheriff of Broward County, Florida**, an independent constitutional officer of the State of Florida (hereinafter referred to as "SHERIFF") and **T-NETIX Telecommunications Services, Inc.**, a wholly owned subsidiary of Securus Technologies, Inc. (hereinafter referred to as "CONTRACTOR").

IN CONSIDERATION of the terms and conditions contained herein, SHERIFF and CONTRACTOR covenant and agree as follows:

SECTION I DEFINITIONS AND IDENTIFICATIONS

1.1 **Acceptance Test Plan(s)** - The Acceptance Test Plan ("ATP") describes the overall System test approach and methodology for Final Acceptance of the System in accordance with the minimum test procedures and criteria. The ATP will identify the test approach, tools and formats utilized. It describes what tests will be performed, how and when they will be performed and who will be responsible for their performance. The ATP for the upgrade to the Securus Secure Call Platform is contained in Exhibit A, Deliverables.

1.2 **Agreement** – means this document including the exhibits, schedules and attachments attached hereto, SHERIFF'S RLI #09409042, CONTRACTOR'S response to SHERIFF'S RLI #09409042, and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

1.3 **Commencement Date** – shall be the date this Agreement is fully executed by the signature of the last party to sign.

1.4 **CONTRACTOR** – T-NETIX, Inc. who is selected to provide services pursuant to this Agreement.

1.5 **CONTRACTOR's System Administrator** – the designee of the CONTRACTOR whose primary responsibility include the following:

- a) To coordinate and communicate with SHERIFF and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the System Administrator on behalf of CONTRACTOR.
- b) To perform the functions and duties described in Exhibit B, which is attached and incorporated herein.

1.6 **Customer** – the party that accepts the call from the inmate.

1.7 **Deliverable(s)** - means all items of work and services to be performed by CONTRACTOR and provided to SHERIFF pursuant to this Agreement.

1.8 **Detention Facility** – SHERIFF currently operates several detention facilities located throughout Broward County. The following is a list of detention facility and their locations:

Main Jail
555 SE 1st Avenue
Ft. Lauderdale, FL 33301

Paul Rein Facility
2421 NW 16 Street
Pompano Beach, FL 33069

Joseph V. Conte Facility
1351 NW 27th Avenue
Pompano Beach, FL 33069

North Broward Detention Center
1550 Blount Road
Pompano Beach, FL 33069

CONTRACTOR will work with SHERIFF's personnel to ensure that any future facilities are opened with fully operational inmate telephone services as contemplated herein. SHERIFF will provide CONTRACTOR reasonable notice of anticipated installation dates for future facilities.

1.9 **Gross Revenue** – means total billable revenue without deductions for fraud, bad debt, uncollectible and unbillable calls.

1.10 **Maintenance** – means any activity intended to eliminate faults, to improve or to keep the system, hardware, software and telephone equipment in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

1.11 **Major Emergency** – means a (i) failure of fifty percent (50%) of any line or station within any given pod, as such pods are designated by the SHERIFF; (ii) failure of the Central Processing Unit; (iii) failure of the three (3) way call detection; (iv) failure of more than five percent (5%) of the telephones in any facility; or (v) any failure in the system

that materially interrupts the inmate telephone system or the orderly operation of the Detention Facility, as determined in the sole discretion of the SHERIFF's Detention Communication Coordinator.

1.12 **Minor Emergency** – means a failure of any part of the inmate telephone system that is not a Major Emergency and in the SHERIFF's Detention Communication Coordinator's sole discretion impacts or hampers the operation of the inmate telephone system.

1.13 **Routine Maintenance** – means (i) replacement of signage; (ii) equipment needing repairs/replacement that does not impact the operation of the telephone system; (iii) cleaning of the telephone equipment and/or (iv) preventative maintenance work.

1.14 **SHERIFF** – the Sheriff of Broward County, who is a constitutional officer of the State of Florida.

1.15 **SHERIFF's Detention Communication Coordinator** – the designee of the SHERIFF whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. The Detention Communication Coordinator's duties will include, but not be limited to those duties specifically described in this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Detention Communication Coordinator.

1.16 **"System" or "SCP"** – the System is presently the ComBridge Inmate Telephone System; however CONTRACTOR will upgrade the System to the Securus Secure Call Platform, at no cost to the SHERIFF, pursuant to the specifications, timeline and acceptance test plan set forth in Exhibit A, Deliverables, which is attached and incorporated herein.

SECTION II **DELIVERABLES**

2.1 CONTRACTOR shall provide to the SHERIFF the Deliverables set forth in this Agreement in accordance with the terms and conditions of this Agreement, including Exhibit A, Deliverables, and all other exhibits, schedules and attachment referenced herein.

2.2 In the event there is a conflict between any of the documents making up this Agreement, the terms and conditions that are most favorable to the SHERIFF shall be controlling.

SECTION III **DETENTION COMMUNICATIONS SYSTEM**

CONTRACTOR shall provide the System in accordance with the terms, conditions, and specifications contained within this Agreement, specifically Exhibit A, Deliverables,

attached and incorporated herein. The System shall meet or exceed the highest industry standards.

The parties understand and acknowledge that the SHERIFF may not desire to have all of the components and features set forth in Exhibit A; however the SHERIFF shall have the right to add these components and features at any time during the term of this Agreement, at no cost to the SHERIFF.

CONTRACTOR shall provide System training to SHERIFF's designated personnel in accordance with Exhibit C, which is attached and incorporated herein.

CONTRACTOR and SHERIFF acknowledge that this Agreement may not delineate every detail and minor work task required to be performed by CONTRACTOR to complete the services and provide the deliverables contemplated herein. If, during the course of the performance of the services under this Agreement, CONTRACTOR determines that additional work should be performed to complete the Deliverables required, which is, in CONTRACTOR's opinion, outside the level of effort originally anticipated in this Agreement, CONTRACTOR shall notify the SHERIFF's Contract Administrator in writing in a timely manner. Upon receipt of such written notice, the SHERIFF's Contract Administrator will meet with CONTRACTOR to discuss the need for an amendment. No modifications will be made to this Agreement unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

If CONTRACTOR proceeds with the additional work without a fully executed amendment, such work shall be deemed to be within the services contemplated by this Agreement.

SECTION IV **MANNER OF PERFORMANCE**

4.1 CONTRACTOR shall perform all services in accordance with the highest industry standards.

4.2 CONTRACTOR shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. CONTRACTOR shall not be subject to the direction or control of SHERIFF, except as provided herein or required by applicable federal, state and local statutes, laws, rules, ordinances or regulations.

4.3 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

4.4 CONTRACTOR and its employees agree to follow all rules and regulations established by SHERIFF to ensure safety and security inside the SHERIFF's detention facilities.

4.5 CONTRACTOR shall provide telephone service and automated operator

service in accordance with the highest industry standards. All equipment, cabling and wiring shall meet or exceed all Federal Communications Commission ("FCC") regulations, Florida Public Safety Commission ("FPSC") and American National Standards Institute ("ANSI") Public Telephone Standards (latest versions), as well as federal, state and local laws, rules and regulations, irrespective of whether such equipment and supporting materials are owned by CONTRACTOR or provided by an alternate source.

4.6 CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF's satisfaction for the agreed compensation. The quality of CONTRACTOR's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local and national standards.

SECTION V **CONFLICT OF INTEREST**

CONTRACTOR assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

SECTION VI **CONTRACTOR'S STAFF**

6.1 SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's staff assigned to this project at any time. Criminal background checks will be required for all of CONTRACTOR's employees who will require access into any of the detention facilities. CONTRACTOR will be responsible for having their employees complete and submit data forms required to obtain clearance prior to entering any facility. Except in the event of emergency repairs, maintenance, or disaster recovery, data forms shall be submitted no less than seven (7) calendar days prior to staff's scheduled entrance into the facility, unless otherwise approved by the SHERIFF's Detention Communication Coordinator.

6.2 CONTRACTOR agrees that the services provided under this Agreement shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law or as offered or required by the manufacturer or CONTRACTOR. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. CONTRACTOR further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement or as offered or

required by the manufacturer or CONTRACTOR. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

6.3 At the request of SHERIFF, CONTRACTOR shall promptly remove Staff providing services pursuant to this Agreement.

6.4 CONTRACTOR agrees to defend, hold harmless and indemnify the SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

6.5 CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to meet CONTRACTOR's obligations under this Agreement.

6.6 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees that will be providing services pursuant to this Agreement, do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

6.7 SHERIFF requires copies of Florida Driver's Licenses and Social Security Cards for all employees that will be providing services pursuant to this Agreement. The Florida Driver's Licenses and Social Security Cards will be utilized to perform background checks. At the request of SHERIFF's Detention Communication Coordinator, CONTRACTOR shall remove an employee from providing services under this Agreement. No one will be allowed on Detention Facility property unless a background check has been performed.

6.8 CONTRACTOR will not transfer any assigned key staff without the prior approval of SHERIFF, which will not be unreasonably withheld. The key staff include: Matt Anderson, Daniel McGuinn, Harry Greene and Michael Scheinfeld.

6.9 Contractor agrees that all staff will adhere to the Drug Free Workplace Certification attached hereto as Exhibit D.

SECTION VII **LICENSES**

Prior to the commencement of this Agreement, CONTRACTOR shall provide the SHERIFF's Detention Communication Coordinator with the required Florida Public Service Commission Certification(s) showing that CONTRACTOR is certified to provide inmate telephone services in the State of Florida, as well as any other relevant certification and documentation.

SECTION VIII
INSTALLATION

8.1 CONTRACTOR shall install the upgrades from the ComBridge Inmate Telephone System to the Securus Secure Call Platform in accordance with Exhibit A. CONTRACTOR shall be required to contract for special security escort services during the installation in accordance with paragraph 20.2.

8.2 In the event the upgrade to the Securus Secure Call Platform is not completed and accepted by the SHERIFF on or before the date specified in Exhibit A for Final Acceptance, CONTRACTOR shall pay liquidated damage as specified in paragraph 29.4.

SECTION IX
CUSTOMER SERVICES

9.1 CONTRACTOR's Customer Service Center will be operational twenty-four (24) hour per day, seven (7) days per week, to handle complaints, maintenance and any other issues associated with this Agreement. CONTRACTOR shall provide maintenance services pursuant to the Exhibit A, which is attached and incorporated herein, at no cost to the SHERIFF.

9.2 CONTRACTOR shall provide and maintain multilingual signage and customer service representatives in at least English, French, Spanish and Creole.

SECTION X
REPORTS

CONTRACTOR shall provide correct and accurate call detail and management reports as described in Exhibit E, which is attached and incorporated herein and further described in T-Netix's responses to Broward Sheriff's Office in RLI # 09409042. CONTRACTOR will provide SHERIFF with any other reports provided such reports are reasonable in nature.

SECTION XI
PERFORMANCE EVALUATION

11.1 CONTRACTOR's performance will be evaluated by SHERIFF's personnel throughout the term of this Agreement. The quality of CONTRACTOR's performance, in areas designated by SHERIFF, shall be rated as excellent, satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, the CONTRACTOR will be notified in writing. These written notifications shall identify deficient areas in contract performance and afford the CONTRACTOR the opportunity to cure the reported deficiency. If CONTRACTOR fails to cure the reported deficiency within thirty (30) calendar days, SHERIFF shall have the right to immediately terminate this Agreement upon providing CONTRACTOR with written notice of such termination. In the event the deficiency cannot reasonably be cured in thirty (30) days, and

CONTRACTOR is diligently pursuing a cure, the period for cure may be extended an additional thirty (30) days upon the SHERIFF's approval, which shall not be unreasonably withheld.

11.2 As a signing bonus, CONTRACTOR will provide BSO with the products and services described in Exhibit F, at no cost to the SHERIFF. Additionally, CONTRACTOR will pay to the SHERIFF an annual bonus to cover the cost of two (2) Detention Communications positions. For the first year of this Agreement, the cost of the annual bonus will be one hundred seventy thousand dollars (\$170,000). For each year thereafter, the annual bonus will be increased by seven percent (7%) per year. CONTRACTOR will pay the SHERIFF for the cost of the Detention Communication positions in accordance with the payment schedule required by the SHERIFF's Finance Director.

The Detention Communication Coordinator shall be an employee or agent of the SHERIFF, and not of CONTRACTOR. As a result, CONTRACTOR shall not be responsible for the acts or omissions of the Detention Communication Coordinator.

11.3 CONTRACTOR will maintain, at its own expense, one (1) full-time System Administrator, either as an independent contractor or an employee of CONTRACTOR. The System Administrator will be the Project Manager referenced under Section FIVE of the Broward Sheriff's Office RLI #09409042. CONTRACTOR, at its expense, will provide all supplies, furnishings and equipment that will be required or needed by the System Administrator. The System Administrator shall be an employee of CONTRACTOR, not SHERIFF. Therefore, SHERIFF shall not be responsible for the acts or omissions of the System Administrator.

SECTION XII **PERMITS, TAXES AND LICENSES**

CONTRACTOR shall at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with local, state and federal statutes, laws, rules, regulations, codes and ordinances applicable to the business to be carried on under this Agreement.

SECTION XIII **TERM**

13.1 This Agreement is to commence on the date it is executed by the SHERIFF and shall remain in effect for a five (5) year period commencing on the Commencement Date.

13.2 SHERIFF shall have the sole option to renew this Agreement for up to two (2) additional one (1) year terms upon providing CONTRACTOR with at least thirty (30) calendar days written notice prior to the expiration of the then current term.

SECTION XIV
RATE, BILLING AND COMMISSIONS

14.1 CONTRACTOR shall pay to SHERIFF compensation as follows:

- a. Fifty-nine percent (59%) commission to SHERIFF on Collect Calling;
- b. Sixty-five percent (65%) commission to SHERIFF on pre-paid or debit calling if either is implemented by the SHERIFF;

The calling rates shall be as follows, unless otherwise amended as described herein:

Type of Call	Collect Call Rate	Debit Call Rate
Local	\$2.35 surcharge 0.00 each minute	Same as collect
IntraLATA	1.75 surcharge .30 each minute	Same as collect
IntraLATA/IntraState	1.75 surcharge .30 each minute	Same as collect
InterState	3.95 surcharge .89 each minute	Same as collect

Local calls are placed within the local calling area.

IntraLATA –calls are placed within the same LATA and in state.

InterLATA/IntraState – calls that are outside the LATA and in state.

InterState – calls that are placed outside the state.

International – calls that are placed to countries other than the USA.

Any amendment to the rates must be agreed to by the SHERIFF.

14.2 Additionally, CONTRACTOR shall pay to SHERIFF the following:

- a. Special Detail Services –See paragraph 20.2
- b. System Administrator – See paragraph 11.3
- c. Audits – See paragraph 16.1
- d. A signing bonus of the products and services described in Exhibit F, which is attached and incorporated herein;
- e. The cost of two (2) Detention Communications positions as set forth in Paragraph 11.2.

These costs shall be paid by CONTRACTOR with no setoff against revenue or cost to SHERIFF.

SECTION XV
EXPENSES

CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of equipment, supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF.

SECTION XVI **RECORDS**

SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to SHERIFF in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

SECTION XVII **AUDIT**

16.1 Upon SHERIFF's request, CONTRACTOR shall perform an annual performance and financial audit on all revenues and commissions generated by the pay phones located in SHERIFF's facilities and the CONTRACTOR's performance of its obligations described herein. The audit shall be conducted at CONTRACTOR's expense by an independent certified public accountant selected by the SHERIFF. The independent certified public accountant shall forward the audit report to SHERIFF within ten (10) days of the audit report date. The report shall be signed and sealed by a Certified Public Accountant (CPA) licensed to practice in the State of Florida, and shall include, but not be limited to, a validation of all revenue and commissions generated by any pay phone located at any SHERIFF's Detention Facilities.

16.2 SHERIFF shall have the right to audit CONTRACTOR's records as they

pertain to the Gross Revenues and commissions generated by the pay phones located in SHERIFF's Detention Facilities. All information necessary for SHERIFF to complete an audit should be available within fifteen (15) calendar days of SHERIFF's written request for such information. Such audits shall be performed at a mutually agreeable location.

SECTION XVIII **EMPLOYMENT RESPONSIBILITY**

Any of CONTRACTOR's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of CONTRACTOR's Staff.

CONTRACTOR shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's Staff during the performance of the services, duties, and responsibilities contemplated herein.

CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

CONTRACTOR and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR or its Staff shall in any way obligate or bind SHERIFF.

CONTRACTOR will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

SECTION XIX **SUBCONTRACTORS**

CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein.

The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

SECTION XX **DETENTION SECURITY**

20.1 CONTRACTOR and all subcontractors shall be required to comply with the SHERIFF's security regulations. This includes submission of an application form and a law enforcement security check prior to admission to secure areas. Technicians or other personnel will not be allowed within the SHERIFF's Detention Facilities until a security check has been performed. A minimum of twenty (20) calendar days are required to perform a security check. It is the CONTRACTOR's responsibility to ensure that all employees that will be working on SHERIFF's Inmate Telephone System receive a security check. Those employees that have not been approved and are not on the pre-approved list will not be allowed entrance. All tools will be inventoried prior to arrival by CONTRACTOR or its subcontractor for adds, moves or changes or maintenance and support and

inventoried on departure.

20.2 The SHERIFF shall provide off-duty security personnel to escort CONTRACTOR's staff during System installation ("Special Details Services"). CONTRACTOR will be required to complete a Permit Application form (See Exhibit G) with the SHERIFF's Special Details Office prior to System installation. CONTRACTOR will pay the SHERIFF at the prevailing per deputy rate for Special Details Services.

SECTION XXI **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, employer/employee relationship, joint venture, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions other than as provided in this Agreement.

SECTION XXII **PAYMENT OF TAXES**

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees.

SECTION XXIII **TERMINATION**

23.1 This Agreement may be terminated upon the following events:

23.1.1 Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

23.1.2 Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONTRACTOR with ninety (90) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

23.1.3 Termination for Cause.

23.1.3.1 In the event any regulatory or accrediting organization finds a deficiency, then SHERIFF may, in his sole discretion, send CONTRACTOR written notice of such deficiency. If CONTRACTOR fails to rectify the deficiency within thirty (30) calendar days from the date of the receipt of notice of the deficiency, then SHERIFF, in his sole discretion, may terminate this Agreement. In the event the deficiency cannot

reasonably be cured in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure shall be extended an additional thirty (30) days upon the SHERIFF's approval, which shall not be unreasonably withheld. Either party may terminate this Agreement by sending written notice to the other party if the FCC, a state public utilities commission or a court of competent jurisdiction issues an order ruling which contains terms or conditions which materially and adversely affect this Agreement. Such termination shall not give rise to any claims for damages, provided, however, that T-NETIX shall comply with its obligations hereunder up to the date of termination. Both parties warrant and represent that they have no knowledge that any such order or ruling exists as of the date that they have signed this Agreement.

23.1.3.2 In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of governing standards, local, state or federal laws, violation of the SHERIFF's policies and procedures, failure to pay accurate commissions and make timely payments thereof. In the event the breach or deficiency cannot reasonably be cured in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure shall be extended an additional thirty (30) days upon the SHERIFF's approval, which shall not be unreasonably withheld.

23.1.3.3 In the event of a Major Emergency, which is not corrected within twenty-four (24) hours of the system alarm or notification from SHERIFF, the contract may be terminated at the end of the twenty-four (24) hour period. The System alarm will ring in the SHERIFF's Detention Communication Coordinator's office, the CONTRACTOR's Customer Support Center and the applicable telephone switch room, as designated by SHERIFF's Detention Communication Coordinator.

23.1.3.4 Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new agreement in this event.

23.1.3.5 Immediate Termination by SHERIFF. SHERIFF, in SHERIFF's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

- i) CONTRACTOR's violation of the Public Records Act;
- ii) The insolvency, bankruptcy or receivership of CONTRACTOR;
- iii) CONTRACTOR's violation or non-compliance with the Nondiscrimination Section of this Agreement; or
- iv) CONTRACTOR fails to maintain insurance in accordance with the Insurance Section of this Agreement.

23.1.3.6 Sheriff reserves the right to reject any equipment and to cancel all or any part of this agreement if CONTRACTOR fails to deliver all or any material components of equipment, in accordance with the terms, conditions and specifications contained herein, unless changes to the specifications are requested in writing, by the SHERIFF. In the event the deficiency cannot reasonably be cured in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure shall be extended an additional thirty (30) days upon the SHERIFF's approval, which shall not be unreasonably withheld.

23.2 Neither the expected termination nor the expiration of this Agreement shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

23.3 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provisions as set forth herein shall survive the termination or expiration of this Agreement.

23.4 In the event of the termination or expiration of this Agreement, SHERIFF and CONTRACTOR shall cooperate in good faith in order to effectuate a smooth and harmonious transition of detention communication services from CONTRACTOR to a successor vendor and to maintain during such period of transition the same high quality of service otherwise afforded pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the SHERIFF is unable to provide the same level of service at the time of such termination or expiration, the SHERIFF shall have the right to extend the term of this Agreement under the same terms and conditions set forth herein on a month-to-month basis until SHERIFF is capable of providing detention communication service independent of CONTRACTOR.

SECTION XXIV **NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any person because of race, age, color, religion, sex, national origin, disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that Inmates, applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, age, color, religion, sex, national origin, disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act ("ADA"). CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR shall require all subcontractors performing services under this Agreement to acknowledge their compliance with this Section.

SECTION XXV **CONFIDENTIALITY**

25.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and SHERIFF shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of this Agreement.

25.2 CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this Agreement and shall have each and every employee, agent, representative, and volunteer providing services pursuant to this Agreement, sign the confidentiality agreement attached hereto as Exhibit H.

25.3 CONTRACTOR's Confidential Information, as specified by CONTRACTOR to SHERIFF, shall not be disclosed by SHERIFF to any third party except as permitted under this Agreement, or as required by law subject to compliance with the procedure set forth in this Article.

25.4 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

25.5 Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

25.6 The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

SECTION XXVI **PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and
- b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

SECTION XXVII **INDEMNIFICATION**

27.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and, at the option of SHERIFF's counsel, defend or pay for reasonable attorneys fees selected by SHERIFF's counsel to defend SHERIFF, Broward County, the Board of Commissioners of Broward County, and the officers, agents and employees of the SHERIFF and Broward County and Broward County commission members from and against any and all claims, suits, actions, demands, fines, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the services provided under this Agreement or the negligent or wrongful act or omission of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors.

a) CONTRACTOR shall inform SHERIFF in advance of planned actions and/or conduct related to CONTRACTOR's handling of any such action or claim. SHERIFF shall inform CONTRACTOR of any known restrictions, defenses or limitations that may arise or exist by reason of Broward Sheriff's Office being a governmental entity.

b) SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

c) The above indemnification provisions shall survive the expiration or termination of this Agreement.

27.2 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes Section 768.28 as now worded or as may hereafter be amended.

SECTION XXVIII **INSURANCE**

Throughout the term of this agreement and for all applicable statutes of limitation periods, CONTRACTOR shall maintain in full force and effect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) CONTRACTOR's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

CONTRACTOR's certificate of Insurance is attached hereto as Exhibit I.

CONTRACTOR shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on BSO premises:

- a. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. CONTRACTOR shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County and is limited to the extent any claim is caused by CONTRACTOR.
- b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

- c. **COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
- d. **Umbrella or Excess Liability Insurance:** CONTRACTOR may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

CONTRACTOR shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of CONTRACTOR's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the CONTRACTOR'S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

CONTRACTOR's Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn: Contracts Manager AND
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

Broward Sheriff's Office
Attn: Director, Risk Management
2601 W. Broward Blvd.
Ft. Lauderdale, Florida 33312

If CONTRACTOR's Insurance policy is a claims made policy, then CONTRACTOR shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

In any of CONTRACTOR's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

The provisions of this article shall survive the expiration or termination of this agreement.

COMMENCEMENT OF OPERATION: The CONTRACTOR shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

PAYMENT: If any of the insurance policies required under this Article above lapse during the term of this agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the Sheriff until such time that the Sheriff has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Article that is effective as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR

RENEWAL OF INSURANCE: CONTRACTOR shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate/ endorsements to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, BSO shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by BSO.

MINIMUM COVERAGE: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

SECTION XXIX
LIMITATION OF LIABILITY

SHERIFF shall not be liable for any loss, damage or destruction of or to any of the telephones, equipment, or enclosures.

SECTION XXX
LIQUIDATED DAMAGES

30.1 In no event shall these liquidated, stated or stipulated damages be construed or deemed to constitute penalties. The parties agree that liquidated damages will be calculated monthly and payable with the monthly Compensation rate payment.

30.2 Performance Level Adjustments. Deficiencies in performance based on CONTRACTOR's failure to maintain the expected program level will result in liquidated damages. Performance level adjustments will be based on CONTRACTOR's responsiveness to Major and Minor Emergencies, as defined in Paragraph 1.11 and 1.12.

30.3 The CONTRACTOR shall pay liquidated damages of five hundred dollars (\$500.00) per hour to the SHERIFF for each hour beyond the following hours in which the CONTRACTOR fails to correct a Major or Minor Emergency and all problems associated with such emergency:

- a) Major Emergency: Four (4) hours after the earlier of (i) the system alarm or (ii) notification from SHERIFF or his designee, unless extended through approval of SHERIFF's Detention Communication Coordinator, in which case for each and every hours beyond the extension period.
- b) Minor Emergency: Thirty-six (36) hours after the earlier of (i) the system alarm or (ii) notification from SHERIFF or his designee, unless extended through approval of SHERIFF's Detention Communication Coordinator, in which case for each and every hours beyond the extension period.
- c) In the event CONTRACTOR fails to correct all problems associated with such emergency or implementation schedule and SHERIFF's Detention Communication Coordinator determines that CONTRACTOR is subject to liquidated damages, the Detention Communication Coordinator shall provide written or oral notification to CONTRACTOR of the accrual of such damages and itemized detail concerning unresolved problems. In the event oral notification is provided, the SHERIFF will provide written confirmation of such notification within seventy-two (72) hours thereafter. The parties shall discuss commercially reasonable steps to expedite resolution of the itemized problems.

30.4 In the event CONTRACTOR fails to meet the date specified in the

implementation plan for Final Acceptance for any system(s), the CONTRACTOR shall pay liquidated damages for each calendar day beyond the date specified for Final Acceptance until such time as Final Acceptance occurs equivalent to the difference between the per diem revenue amount that the SHERIFF would have received under this Agreement and the inmate telephone revenues paid to the SHERIFF by other vendors for calls made during the same period of time.

SECTION XXXI
PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

SECTION XXXII
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of SHERIFF.

SECTION XXXIII
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

SHERIFF:

Detention Communication Coordinator
Broward Sheriff's Office

2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

and

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

CONTRACTOR

GENERAL COUNSEL
Securus Technologies, Inc.
14651 Dallas Parkway, Sixth Floor
Dallas, TX 75254

and a copy to:

T-NETIX Account Executive
4060 Northwest 54 Court
Coconut Creek, FL 33073

SECTION XXXIV
FORCE MAJEURE

CONTRACTOR will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, riots, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, or other causes beyond the control of CONTRACTOR (a "force majeure condition"), provided such force majeure condition does not result from the action or omission of CONTRACTOR, its employee, servants, agents or representatives.

SECTION XXXV
AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION XXXVI
WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXXVII
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVIII
AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

CONTRACTOR warrants that it is an entity authorized to do business in the State of Florida and that CONTRACTOR will maintain that status with the State of Florida throughout the term of this Agreement.

SECTION XXXIX
THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity, including but not limited to Inmates. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

SECTION XL
SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon CONTRACTOR, CONTRACTOR's successors and assigns.

SECTION XLII
CONTRACTS WITH OTHER GOVERNMENT AGENCIES

Other government agencies shall be entitled to separately contract with CONTRACTOR under the same terms and conditions of this Agreement. The SHERIFF

shall not be a party to any contract(s) entered into pursuant to this Section and therefore assumes no responsibility for such contract(s).

SECTION XLII
MISCELLANEOUS

42.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

42.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

42.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

42.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

42.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

42.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

AGREEMENT BY AND BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND T-NETIX TELECOMMUNICATIONS SERVICES, INC.

IN WITNESS, the parties hereby execute this Agreement on the date(s) set forth
below:

T-NETIX TELECOMMUNICATIONS SERVICES, INC.




AUTHORIZED REPRESENTATIVE

Federal Employer ID: 75-2212916

Date 8/4/2010



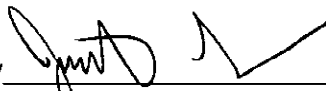
SHERIFF OF BROWARD COUNTY



JOHN CURRY, Executive Director

Date 8/23/10

Approved as to form and legal sufficiency
subject to execution by the parties:

By 

Judith Levine, General Counsel

Date 8/19/10

EXHIBIT A DELIVERABLES

Upgrade to Secure Call Platform (SCP) including the implementation of debit calling. Based upon implementation of debit at other sites, Securus believes the Sheriff's Office can expect a minimum increase of 10-20% in overall revenue.

Installation of a total of 135 sets of Visitation Phone Monitoring Systems (VPM) in the Joe Conte, Paul Rein, and North Broward facilities. All non privileged calls will be monitored and recorded in the same manner as the inmate calls. Securus will also take on maintenance responsibility for these phones for the term of the agreement.

Securus' Secure Call Platform (SCP) is a state-of-the-art system designed to provide Broward County with the ultimate in inmate call control and reporting, and is an upgrade to the platform currently installed. The advanced features of SCP provide extremely powerful and flexible tools for controlling inmate calling, reducing fraud, increasing investigative capabilities and generating valuable administrative reports.

Custom-built for the corrections industry by the Securus Development team, SCP is a fully integrated platform of simple to use software tools, computer and telephony hardware. SCP's hardware and software components readily adapt to the changing needs of a facility's operations. SCP can monitor, record, and block/unblock inmate telephone calls, and generate reports, all in real time.

Scalable and flexible, the system helps reduce labor demands by automating many tasks. SCP also increase efficient usability by providing anywhere, anytime access to authorized personnel.

Securus' SCP allows inmates the privilege of telephone communication while simultaneously providing administrative staff and investigators with the ability to maintain security through a reliable and easy-to-use inmate call control system. The SCP provides security to the public through automated operators instead of live operators, personal allowed number (PAN) lists that do not allow calls to numbers that have not been approved by the system administration, inmate call monitoring and recording for investigative and safety purposes, call duration settings and telephone on/off times, call detail records for investigative purposes, and fraud control features.

The SCP allows our customers to operate a smarter and more efficient jail through automation and command and control capabilities included in the system at no additional cost. The SCP's investigative tools permit a higher degree of accuracy and allow investigators to locate inmate-calling information more quickly and reliably. Routine inmate calling operations can be configured to require minimal administration, allowing a facility's staff to focus on what they do best—maintaining a safer, more secure correctional environment. The SCP also allows for immediate, real-time, live monitoring of calls in progress. All of these investigative and administrative resources are available to approved personnel through our single-point access S-GATE™ Command Center. Access can be made from any Windows-based computer with access to the Internet.

Presently, Kathleen Casey does all the CD burnings and research for the 300+ investigators, attorney offices, surrounding PDs, FBI, etc. In the past 9 months, she has had 2,200 investigative requests and has burned 162,000+ recordings to CD.

In working with Kathleen Casey and the vital roll she performs while being the point person for all 1600 investigations in the last 12 months, our proposed system will allow her the flexibility to have access to these calls anytime and anywhere, including the ability to forward recordings to investigative personnel. *If* allowed, it will also give the investigators password-protected access to the calls with the permission of the Broward Sheriff's Office.

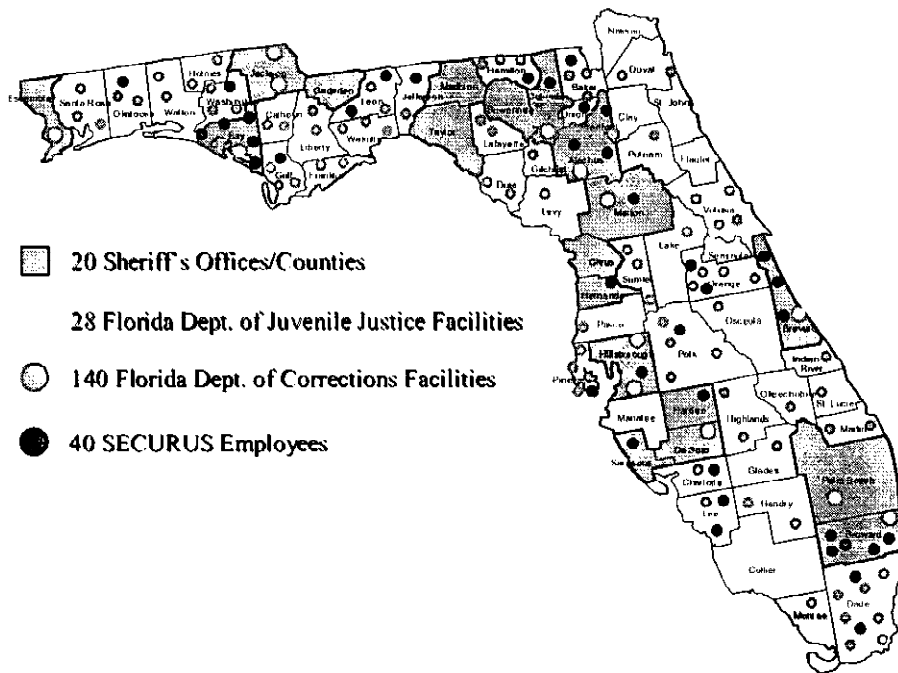
As the designer and developer of our proposed technology, Securus will ensure the Broward County Sheriff's Office is never using obsolete technology to serve the community and their law enforcement efforts.

1. **SCOPE OF SERVICES:** The Broward Sheriff's Office, the nation's largest fully accredited full service public safety agency, is seeking qualified firm(s) to provide the means to ensure the lawful and legitimate use of Detention Communication Services for the inmates of the Broward County Jail Facilities. The provision of Detention Communication Services and the system's quality and reliability of service are a high priority to BSO.

Securus has read and understands.

Securus has proudly served Broward County as either a direct provider of inmate calling services or as the provider of calling equipment to Bell South for more than thirteen (13) years, and is dedicated to supporting the agency and their efforts. Our staff is familiar with BSO's personnel, policies, and procedures and adheres to them, while performing our services in a manner commensurate with the expectations of the County. Our local team—5 employees residing in Broward County—has worked nationwide supporting the needs of some of largest facilities/agencies in the nation, including Texas Department of Criminal Justice, Florida Department of Corrections, and Cook County (Chicago), IL. Our knowledge and ability to support mega facilities, such as Broward County, is unique to our industry and provides support and consultation beyond the provision of inmate calling to include areas such as task automation, investigations, and inmate management. It is an honor to serve Broward County today and, if given the award, we will continue to give our dedicated and best efforts to exceed the needs of the Broward County Sheriff's Office in the future.

The following map shows Securus' heavy presence in the State of Florida, serving 140 Florida Department of Corrections facilities, 28 Florida Department of Juvenile Justice facilities, and 20 sheriffs' offices, with 40 Securus employees in the state. No other inmate telephone service provider can match our presence in the State of Florida.



Securus' operational experience is substantial as a result of our more than 22 years of dedicated inmate calling service to the correctional industry. From the initial innovations in inmate call control to numerous patents leading to the inhibition of inmate phone fraud, to our state-of-the-art network, to the most information-rich database built over the years serving more than 2,300 correctional facilities and finally to the personnel, Securus has earned its reputation as the largest, most reliable single source provider of innovative communications, investigative and software solutions to aid the correctional industry in running its everyday operations. Being both an equipment manufacturer and service provider allows us to capitalize on our experiences as well as our correctional industry knowledge that we receive through our partnerships with various law enforcement agencies. Securus will have a primary technician dedicated to Broward County, in addition to multiple back-up personnel to maintain our existing system uptime percentage in excess of 99%.

Operational experience and excellence of providing Inmate Calling Service is judged by the following areas:

- Technology to meet Current and Future needs
- Experienced and Skilled Personnel You Can Count On
- Evidence of Successful Multiple Facilities ITS Installations/Support
- Customer Satisfaction
- Inmate Calling Service Reliability

TECHNOLOGY TO MEET CURRENT AND FUTURE NEEDS

Since its inception, more than 22 years ago, Securus has always strived to be the most innovative technology company in this industry. It has been and continues to be our goal to provide the correctional industry with an array of software applications to assist the industry in accomplishing its mission of operating a safe, secure, and humane environment for the inmates while protecting the public and the Department's employees from inmates' illegal criminal or fraudulent activities.

An excellent example of our technological superiority is our continued development and precision of three-way call detection. Around 1992, the introduction of three-way calling as a feature provided by most local telephone companies created a problem for prisons and their need to restrict inmates from accessing numbers the facilities had determined should be blocked from inmate access. Three-way calling also prevented prisons from having an accurate record of the inmate's telephone contacts, which created substantial security concerns. Securus, through our wholly owned subsidiary T-NETIX, was the first inmate call processing company to develop a solution to detect three-way calling using our now patented methodology (in fact, we now currently hold multiple three-way call detection patents). This initial three-way call detection method was determined by Bell Laboratories to be 93% effective in preventing three-way calling.

Simply having the best three-way call detection in the industry was not enough for Securus. We have continued to research this issue and develop enhancements to our solution. Recent advancements in our three-way call detection methodology have led our customers to tell us they believe our three-way detection operates nearly flawlessly. This led Securus to commission an outside firm, SIBRIDGE consulting, an independent consultancy, to verify the accuracy of the three-way call detection feature.

The SIBRIDGE study collected and audited call recordings and event logs for approximately 6,000 calls. This independent test of our new three-way calling detection capability revealed Securus' overall success rate to be in the mid to high nineties, most significantly the system accurately detected and prevented illegal three-way call attempts 99% of the time.

Our reputation is firmly established as the leader in fraud prevention, advanced call processing technology and customer service in the corrections industry. Often the technological breakthroughs we develop are so advanced they can be patented. We are proud to hold 60 granted patents with many more patents pending and/or in process. No other inmate processing company can claim such a history of product innovation. In fact, we believe that the combined number of inmate calling patents held by all other companies is no more than 10.

Our patents are the best illustration our history of innovation and our never ending quest to meet the current and future needs of the corrections market place. It is also the best testimony of our commitment to not only learn from our customers, but also to provide them with the tools to connect more calls safely, improve facility economics and staff efficiency, fight crime and combat inmates' illegal activities.

With Securus, Broward County will benefit operationally via our:

- **Network Architecture to support large, multi-state operations, such as Broward County**
- **Remote Call Forwarding detection capabilities to prevent forwarding of calls to restricted numbers that allow fraud to the community and adversely affecting BSO's revenues.**
- **Three-way Detection—patented and proven. The most important fraud detection for correctional calling**
- **Call Processing—current system uptime in excess of 99%**
- **Connect Me Now programs allowing for multiple options for the community to receive calling from Broward County's facilities**
- **First Call Connect, allowing for quicker access to friends and families to expedite the bonding process and increase overall revenues**
- **Call Recordings redundantly stored and quickly accessible to support investigations and protect the community**
- **Number Validation to ensure all numbers called *should* be called**
- **Secure Instant Mail to automate your inmate mail process thereby providing efficiencies and reducing the chances for contraband to enter the facility**
- **Permalink, allowing the community to block calls from the jail facilities without any intervention from staff**
- **Biometrics Identification capabilities proven in the correctional environment. No other provider serves more facilities with biometric services.**

1.1. BSO's fiscal year begins October 01 of each year and ends on September 30 of the following year. The revenue generated from Detention Communication Services for the period February 2008 through January 2009 was approximately \$1,416,920.34 (see Exhibit "C").

Securus has read and understands.

Today, 68 percent of all calls are set up through our prepaid programs. With the enhancement of many applications and services described in the RLI, Securus is confident that our new platform will increase revenue to Broward Sheriff's Office. It is our goal to meet the full demand of communications to your facility and maximize the full potential of possible revenue to Broward County.

1.2. Inmates have access to communication services from 8:00 a.m. to 10:00 p.m. daily, with the exception of weekend nights when access to communication services may be extended. The exception to this policy is when inmates are in lockdown or on disciplinary confinement.

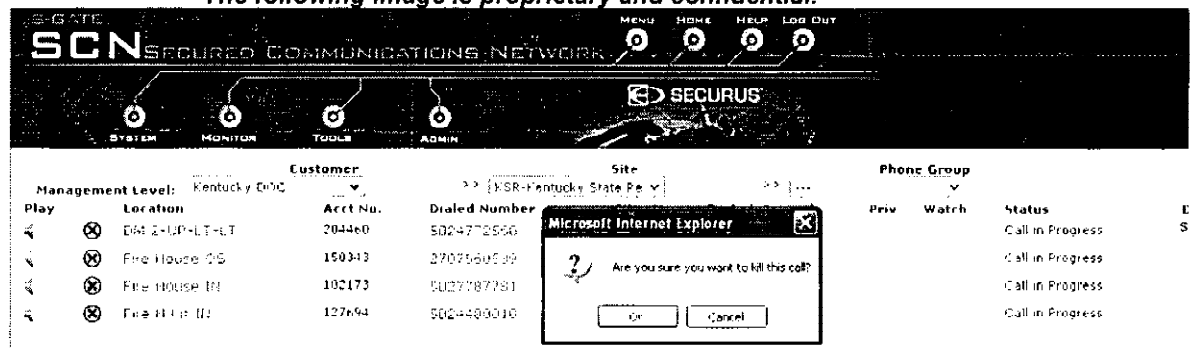
Currently all calls are timed out at 31 minutes, with the exception of free phones which time out at 6 minutes. This will not change unless otherwise requested by BSO.

Securus has read, understands, and will comply.

Securus' SCP provides complete flexibility in disabling phone use at any time of day through manual intervention or preset calling schedules as we do today. With our proposed system, BSO can set "on" and "off" times, as needed by facility, by dorm, or by phone to meet their needs.

The S-GATE Command Center provides authorized users with the ability to immediately disable a telephone, group of telephones or entire facility from any PC with access to the Internet. Securus is one of the only providers to offer this capability to authorized users ANYTIME, from ANYWHERE, 24-7. This is a major time saving convenience for all participating users.

The following image is proprietary and confidential.



If predetermined schedules are required to have the phones off during certain times of the day or night, automated calling schedules can also be assigned without daily intervention of facility staff to keep track of manual switching terminals.

Calling Schedules control when calls can be placed by setting multiple on and off times of day, within a week and by day of week. Calling Schedules can be configured and applied to individual phones, groups of phones, individual inmates, and globally.

The following image is proprietary and confidential.

Name: Demo Schedule
Disable Rule: Hard *
ENTER CALL SCHEDULES (military time format: hh:mm) (time range: [00:00 - 23:59])

Day	On Time	Off Time
Sunday	08:00	12:00
	13:00	22:00
Monday	06:00	13:00
	15:00	19:00
	20:00	23:00
Tuesday		

The SCP is compatible with manual cut-off switches typically located in the main control room, officer substations or guard towers as required. With our proposed system, authorized BSO personnel could shut down any phone at any facility at any time, through any Internet-equipped terminal, in addition to the manual kill switches.

- 1.3. The T-Netix will be expected to set up, maintain and provide Detention Communication Services which meet nationally recognized jail standards, Federal, State and local laws, statutes and ordinances governing inmate communication services.

Securus has read, understands, and will continue to comply.

As the current provider of Detention Communication Services for Broward County, Securus has proven its ability to meet the requirements of this RLI, including setting up, maintaining, and providing Detention Communication Services that meet nationally recognized jail standards, Federal, State, and local laws, statutes, and ordinances governing inmate communication services.

- 1.4. The Broward Sheriff's Office employs a full time Detention Communications Coordinator position whose salary and benefits are fully funded by the vendor awarded the Detention Communication Services contract for Local Telephone Service. The Detention Communication Coordinator is, and will continue to be, an employee of the Broward Sheriff's Office.

Securus has read, understands, and will continue to comply.

As the current provider of services to The Broward Sheriff's Office, we are familiar with the Detention Communication Coordinator program and fully support the value of this position. We will continue to support the efforts of this position as an employee of the Broward Sheriff's Office.

In addition to the Detention Communications Coordinator Position, we will also assign a technician full time to Broward County to support all of BSO's service needs.

1.5. The Broward Sheriff's Office currently operates five (5) separate jail facilities located throughout Broward County. Inmates are booked through the main jail and remote booking locations throughout Broward County where there are free phones that allow inmates to place free local calls during the time they are in the booking process or holding process. These free phones in the booking areas will be a part of the Detention Communication Services contract. Pay Phones will also be required at each of BSO's Detention facilities. See Exhibit "A" for BSO's five (5) facility descriptions.

Securus has read, understands, and will continue to comply.

Unless required by law, Securus recommends the County minimize the use of free calling because it will lower the County's commissions that are earned under the contract. Securus will work with the County to mutually agree which telephone numbers must be provided as free calls. Securus will also pro-actively assist the County in providing alternatives to offering free calls that is fair to all parties involved including the County, Securus, inmates, and the inmates' friends and families.

1.6. Approximately 85% of the inmates in the BSO detention facilities are from the tri-county area, which consists of Miami-Dade, Broward and Palm Beach counties. The average daily population (ADP) for all facilities is 5,500 inmates. On occasion, BSO may house additional federal inmates from the Miami-Dade County area. The average inmate population history is listed in Exhibit "B".

Securus has read and understands.

Securus currently serves the Broward County Sheriff's Office, Palm Beach County Sheriff's Office, and the Florida Department of Corrections, totaling 14 facilities in the tri-county area. This not only provides us with a sizable field service infrastructure to support the needs of BSO, but it also allows us to provide valuable investigative detail on calling in the surrounding areas, which will enhance Broward's investigations.

1.7. Inmate calling patterns and a Call Volume Summary Report is attached as Exhibit "C".

Securus has read and understands.

1.8. As a part of Detention Communication Services, proposers should submit proposals which will include electronic mail (e-mail) communication services. This electronic mail communication service should permit friends and family members of inmates to send e-mails from any PC. Incoming letters should be stored on secure servers until they are downloaded by BSO facility personnel. The system should have the capability of transliterating e-mails from multiple languages into English for rapid

review by BSO personnel. BSO personnel should have the ability to print approved letters and return unapproved letters to the sender. Inmates should have the ability to write a return letter to the sender, which should have the capability to be scanned into the system. The system should have the ability to alert BSO personnel as to key words and should highlight selected words for review by investigators.

Securus has read, understands, and will comply.

Securus has recently amended our current inmate telephone agreement with BSO to include electronic mail functionality for use in the detention facilities. This service will be provided at no cost to BSO, but will return additional revenues to the County.

Service Overview

JPay's electronic messaging service is built to provide a modern day email application in the prison environment. The service is designed to convert at least half of incoming physical mail into electronic messaging. This reduction in physical mail will reduce operational costs and limit the amount of contraband entering the facilities. In addition, electronic messaging provides unparalleled security and intelligence capabilities that greatly simplify and enhance the work of security personnel.

How It Works

Friends and family (herein referred to as "Customers") use the JPay website (www.JPay.com) to write electronic messages. Customers can also add attachments to their message and a response page for the inmate to respond to the Customer. Soon, Customers will be able to compose messages using their cell phones via SMS (short messaging system).

The messages are processed and made available for review on JPay's online "Facility System." From here, BSO staff can review, approve, hold, deny or return messages to the Customer.

Mailroom staff prints approved messages. If a response page is printed with the message, the inmate fills out the response and returns it to the mailroom for scanning.

Response pages are scanned by mailroom staff using a JPay terminal consisting of a computer and printer/scanner. An inmate's response is processed and made available for review on the Facility System. BSO staff can review, approve, hold, deny or return response pages to the inmate.

For more information, please also refer to Attachment 6—JPay.

2. CREDENTIAL/CRITERIA REQUIREMENTS:

- 2.1. **Experience:** It is highly desirable that the Proposer have at least three (3) years experience in providing Detention Communication Services in large jails with an average daily population (ADP) of at least 3,000 inmates. Proposer should be currently providing Detention Communication Services or alternatively should have, within the last three (3) years provided Detention Communication Services to correctional institutions that include

large jails. This will be verified through reference checks. Proposer agrees to perform its duties and obligations in accordance with all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, and codes during the term of the contract. In addition, T-Netix should provide references of similar work previously or currently being performed, clearly indicating experience based on the scope and requirements listed herein. References should demonstrate credential/criteria requirements listed in this RLI.

Securus has read, understands, and will comply.

Securus has provided service to the Broward Sheriff's Office for more than 13 years, first as a subcontractor, then as its prime contractor. Since this time, Securus has grown into the premier Inmate Telecommunications Provider. Securus has provided a history below.

Securus, through its wholly owned subsidiaries Evercom Systems, Inc. and T-NETIX Telecommunications, Inc., is a key-provider of inmate telecommunications systems. Securus, through its portfolio of companies has been in the industry since 1987. Securus is a \$390 million company with more than approximately 600 dedicated associates serving more than 2,300 correctional facilities in the United States, Canada, the United Kingdom, and Australia, and process more than 11 million calls per month.

On March 5, 2004, H.I.G. Capital, a Miami-based private equity firm, announced that it has successfully completed the tender offer for all of the outstanding shares of common stock of T-NETIX, Inc. H.I.G. Capital is a leading private equity and venture capital investment firm with more than \$7.5 Billion of equity capital under management. H.I.G. specializes in providing capital to small and medium-sized companies with attractive growth potential.

In January 2004, H.I.G. Capital incorporated Securus Technologies, Inc. and on September 9, 2004 Securus acquired all of the outstanding stock of the T-NETIX and Evercom corporations. The two companies have initially joined forces as subsidiaries operating under the Securus Technologies banner. As a result of this consolidation, Securus Technologies will be able to satisfy the industry's ever-expanding technological requirements while remaining close to its customer's individual needs.

H.I.G., through its purchase of Evercom and its previous acquisition of T-NETIX, Inc., now holds two of the correctional industry's key providers of inmate telecommunications systems in its portfolio of companies.

T-NETIX, Inc. began under the name Tele-Matic Corporation, which was incorporated under the laws of the State of Colorado on February 6, 1987. In 1992, the company acquired eight affiliated companies in the inmate phone business as well as the inmate phone business assets of two other companies. In 1993, T-NETIX met the inmate fraud control challenge and was the first company to introduce to the corrections marketplace the capability to detect a three-way call.

From its inception until July 1992, T-NETIX was primarily engaged in designing, manufacturing, marketing and servicing public payphones, including pay telephones for use in correctional facilities. In 1991, the company began to focus on providing specialized telecommunications services for the inmate calling

market as the result of US Justice Department mandates to prevent inmates from committing massive credit card fraud from prisons.

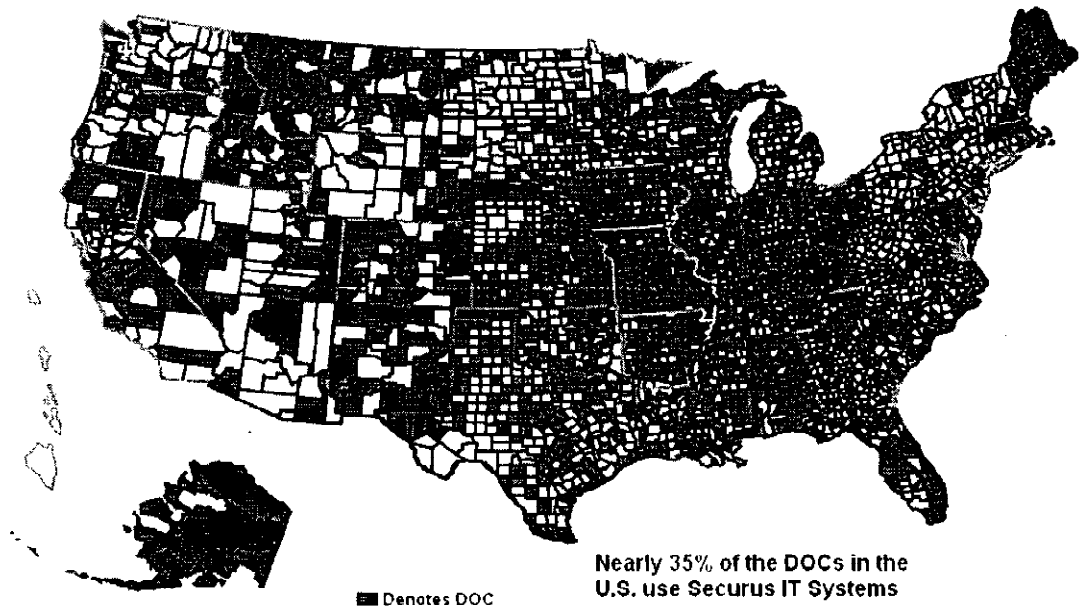
Evercom Systems, Inc., formerly Talton Invision, Inc., was incorporated August 22, 1997 in the State of Delaware. Over the next several years, the company acquired the assets of several inmate telephone service providers, all of which have been in the inmate telephone service business for between 5 to 12 years. Evercom has been operating under its current name since January 1, 1999.

Securus designs, installs, implements, services, and maintains its own call processing and communication system. With more than 60 approved patents and multiple patent applications pending, we believe we have the leading technology in the correctional industry.

Securus has publicly held debt, meaning we are an SEC registrant and have SEC reporting obligations, which require us—unlike many of our competitors—to be transparent in how we are performing, both financially and operationally, as well as comply with the Sarbanes-Oxley Act of 2002. We have a good track record for service, as evidenced by the fact that we believe we have the second largest market share of those companies whose primary business is providing inmate telephone services in the United States.

Specific to this RLI, Securus has served Broward County as either a direct provider of inmate calling services, or as the provider of calling equipment to Bell South, for more than thirteen (13) years. Our staff is familiar with BSO's personnel, policies, and procedures, and adheres to them while performing our services for the County. Our local team has worked nationwide supporting the needs of some of the largest facilities/agencies in the nation, including Texas Department of Criminal Justice, Florida Department of Corrections, and Cook County (Chicago), IL. Our knowledge and ability to support mega-facilities, such as Broward County, is unique to our industry and provides support and consultation beyond the provision of inmate calling to include areas such as task automation, investigations, and inmate management.

Securus services approximately 2,300 facilities in 44 states, including locations operated by city, county, state, and federal authorities, and other types of facilities such as juvenile detention centers and private jails. By consistently offering unequalled expertise, superior service, and application-driven solutions, Securus has earned its place among the correctional industry's top telecommunications and information systems providers. Our sole focus is serving the highly specialized needs of the correctional industry and to continually strive to provide creative industry products and solutions to our customers.



AGENCY/COMPANY NAME: Florida Department of Corrections

ADDRESS/CITY/STATE: 3601 Blairstone Rd., Tallahassee, FL, 32399

CONTACT PERSON/PHONE# Charles Terrell/ 850-410-4278

CONTACT PERSON EMAIL: Terrell.Charlie@mail.dc.state.fl.us

BRIEF DESCRIPTION OF PROJECT: Provide inmate telephone system for the Florida Department of Corrections—approximately 101,230 ADP.

AGENCY/COMPANY NAME: Palm Beach County

ADDRESS/CITY/STATE: 673 Fairgrounds Rd, West Palm Beach, FL 33411

CONTACT PERSON/PHONE #: Bill Stewart, Manager, Telecommunications Bureau, (561) 688-3324

CONTACT PERSON EMAIL: StewartW@pbso.org

BRIEF DESCRIPTION OF PROJECT: Provide inmate telephone system at Palm Beach County—approximately 2,839 ADP

AGENCY/COMPANY NAME: East Baton Rouge Parish Prison

ADDRESS/CITY/STATE: 2867 General Isaac Smith Blvd., Baton Rouge, LA 70807

CONTACT PERSON/PHONE #: Sgt. Robert Roche 225-931-2441

CONTACT PERSON EMAIL: rproche@msn.com

BRIEF DESCRIPTION OF PROJECT: Provide inmate telephone system at the East Baton Rouge Parish Prison—approximately 1,550 ADP.

2.2. **Audits, Performance Monitoring and Compliance:** BSO shall have the right to audit, when it so determines, all activities of the T-Netix and/or any of the T-Netix's sub-contractors, to ensure compliance with contractual requirements in relation to the Detention Communication Services agreement. This audit may include equipment and system operations, communication processing, system maintenance, support and management, revenue and commission information, rates and billing for communication services, and the preparation of reports for Detention Communication Services. T-Netix and any and all of their subcontractors, if utilized, shall cooperate by providing any and all requested information within ten (10) calendar days of receipt of request. Failure or refusal to provide requested information shall be considered non-cooperation and may be treated as grounds for termination of the Detention Communication Services agreement.

Securus has read, understands, and will comply.

Securus has cooperated with all audit requests during our current term as the provider of Detention Communication Services and will continue to do so, should we be chosen as the successful vendor.

Securus provides partnering facilities with one of the only anywhere, anytime single-point access customer portals in the industry. At any time, day or night, 24-7, Broward County can use our S-GATE™ Command Center to securely access the facility's operations. Approved Users can access all calling activity, including

all call detail reports. Approved users can also check and track facility commission data and review monthly commission payments. In addition, facilities can also use the S-GATE™ Command Center to open new service tickets and view the status of existing service tickets. Facility personnel can also share documents between the facility and our support personnel.

In the call detail area, users can choose the date range, the site (if there are more than one), the originating number (or all), and the called number (or all). The initial report shows the number of calls and the revenue for that originating number. Users can click on the originating number to view additional details such as: date, time, number of minutes, and revenue for that call. Users can even click on the called number to see to whom that number is registered (if listed).

For commission data, users can view commissions for any date range specified. The default view provides the previous three months. Users can select other months by entering appropriate dates. For each month, users can see the total number of calls, the total minutes, the overall revenue, and the facility's commissions.

We have provided sample SCP Reports in Attachment 4 and a sample commission report in Attachment 5. Please also refer to Attachment 3 for a Right on the Money Report generated for Broward County.

- 2.3. **General Equipment Requirements:** The specifications set forth herein are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical provisions based upon their proposal that will meet or exceed the goals, objectives and requirements set forth herein. Proposers should identify any special features and/or value added components of their proposal and describe how the special features and/or value added components affect base price proposed. The successful proposer shall be responsible to set up, maintain and provide all aspects of the Detention Communication Services being proposed for the Broward Sheriff's Office.

Securus has read, understands, and will comply.

Securus' Secure Call Platform (SCP) is a state-of-the-art system designed to provide Broward County with the ultimate in inmate call control and reporting, exceeding all technical requirements set forth by the RLI. The advanced features of SCP provide extremely powerful and flexible tools for controlling inmate calling, reducing fraud, increasing investigative capabilities and generating valuable administrative reports.

Custom-built for the corrections industry, by Securus Development, SCP is a fully integrated platform of simple to use software tools, computer and telephony hardware. SCP's hardware and software components readily adapt to the changing needs of a facility's operations. SCP can monitor, record, and block/unblock inmate telephone calls, and generate reports, all in real time, and is designed specifically for serving the needs of mega-correctional facilities, such as Broward County.

Scalable and flexible, the system helps reduce labor demands by automating many tasks, such as PIN generation. SCP also increase efficient usability by providing anywhere, anytime access to authorized personnel all at no additional cost to the Broward Sheriff's Office.

Securus' SCP allows inmates the privilege of telephone communication while simultaneously providing administrative staff and investigators with the ability to maintain security through a reliable and easy-to-use inmate call control system. The SCP provides security to the public through automated operators instead of live operators, personal allowed number (PAN) lists that do not allow calls to numbers that have not been approved by the system administration, inmate call monitoring and recording for investigative and safety purposes, call duration settings and telephone on/off times, call detail records for investigative purposes, and fraud control features.

The SCP allows our customers to operate a smarter and more efficient jail. The SCP's investigative tools permit a higher degree of accuracy and allow investigators to locate inmate-calling information more quickly and reliably. Routine inmate calling operations can be configured to require minimal administration, allowing a facility's staff to focus on what they do best—maintaining a safer, more secure correctional environment. The SCP also allows for immediate, real-time, live monitoring of calls in progress. All of these investigative and administrative resources are available to approved personnel through our single-point access S-GATE™ Command Center. Access can be made from any Windows-based computer with access to the Internet.

The installation of all Securus inmate systems and equipment is completed by trained technicians and/or contractors. Through out every phase of the installation process the Installation Technician completes the applicable portion of the Installation Checklist. The checklist also includes multiple tests to ensure that every product and feature is operating correctly and that all the equipment has been installed per Securus standards. The site's installation point of contact will also "sign off" that the installation is completed to meet their expectations and that it meets their quality standards. The Installation Checklist is one piece of the Equipment Assignment Record (EAR) which provides the details of the site and the installation. Whenever possible the Installation Technician will take and submit a digital photo of the installation which will be reviewed by the Field Service Manager. During the installation the assigned Project Manager and Field Service Manager will also be in contact with the Installation Technician and site staff as needed to ensure that the installation is of the highest quality and to expedite the resolution of any issues that may arise. Whenever possible the Field Service Manager will also physically inspect the installation to ensure that it meets all Securus standards.

Patents

We are proud to hold 60 granted patents with many more patents pending and/or in process. No other inmate processing company can claim such a history of product innovation. In fact, we believe that the combined number of inmate calling patents held by all other companies is no more than 10.

Our patents are the best illustration our history of innovation and our never ending quest to meet the current and future needs of the corrections market place. It is also the best testimony of our commitment to not only learn from our customers, but also to provide them with the tools to connect more calls safely, improve facility economics and staff efficiency, fight crime and combat inmates' illegal activity. No other Company is striving to serve law enforcement better and our research and development, fueled by our strong development team, are proof.

The list of our patents is the best illustration in our never ending quest to meet the current and future needs of the corrections market place. It is also the best testimony of our commitment to not only learn from our customers, but also to provide them with the tools to connect more calls safely, improve facility economics and staff efficiency, fight crime and combat inmates' illegal activity.

- **Three-way Detection detects and foils an accomplice's attempt to activate the three-Way call.**
- **First Call Connect connects inmates to friends and family who do not have a billing arrangement, to establish a friends and family prepaid account.**
- **Call Recordings—SCP can record all calls simultaneously, and also allows approved personnel to listen to a pre-recorded call, while active calls continue to be recorded—all without loss of information**
- **Number Validation—Securus uses the most sophisticated intelligent validation network in the industry.**
- **Secure Instant Mail enables friends and family to establish a pre-paid electronic mail account to use to send and receive messages.**
- **PermaBlock allows the called party to block their number real time at any time during the call to prevent any future harassing calls by any inmate in the facility.**
- **Biometrics—Securus' Voice Biometric system easily validates detainee identities.**

Securus services approximately 2,300 facilities in 44 states, including locations operated by city, county, state, and federal authorities, and other types of facilities such as juvenile detention centers and private jails. By consistently offering unequalled expertise, superior service, and application-driven solutions, Securus has earned its place among the correctional industry's top telecommunications and information systems providers. Our sole focus is serving the highly specialized needs of the correctional industry and to continually strive to provide creative industry products and solutions to our customers. We were here yesterday, are here today, and will be a driving force in the future, and are hopeful to continue serving Broward County.

Continuity of Investigations and Called Party Billing Services. Securus currently serves the Florida Department of Corrections (FL DOC) with the SCP platform proposed in this response. Because the FL DOC is already using Securus' SCP, this upgrade for BSO would provide a way to easily share information, and benefit local constituents with family members who are transferring from Broward County to the State penal system. If Securus is the selected vendor for Broward County and information sharing is desired by both departments, the departments can share vital information about transferred inmates. This allows department personnel single-login access that extends ongoing investigations *after* a transfer takes place. Additionally, family members of transferred inmates will no longer be required to establish new billing accounts with a different inmate telephone provider. **No other inmate telephone company can provide this valuable feature enhancement. This feature is provided at no additional cost to the Broward County Sheriff's Office.**

Covert Alert

The Secure Call Platform (SCP) is equipped with a manual and automated call-forwarding feature for those dialed numbers, telephones or inmate PINs that are under surveillance by the investigative unit. In addition to manually forwarding a call, the Covert Alert feature allows authorized personnel to assign multiple direct dialed telephone numbers for remote monitoring of these areas of surveillance. A PIN is assigned to the remote monitored call allowing secure and safe investigative access. As a bonus, an email can be assigned to the same area of surveillance that will notify the investigator of the date, time, inmate PIN, originating telephone and dialed number immediately after the call is accepted by the called party. Covert Alert is part of Securus' base investigative set of tools specifically designed to help facility investigators solve more crimes and is offered at no cost to BSO.

Base Investigative Features

Offered at no additional cost to BSO to prevent and solve crime, investigators need accurate and timely intelligence that allows them to quickly and easily gather intelligence about suspicious persons and events. Securus' Base Investigative Features provides investigators with anywhere, anytime access to a wide array of data sources and intelligence tools. Investigators use this feature set to quickly and easily access, analyze, and save call recordings and other associated information. Investigators can use tools to develop a complete inmate profile to help identify links and associations to persons, incidents, and activities.

Participating facilities must have the following to access Securus' Base Investigative Features v 2.4 or later:

1. PC with:
 - a. Internet Explorer 6.0 or 7.0
 - b. High speed Internet access with Windows 2000/XP
2. S-GATE client license and associated user ID and password

Officer Check In (Optional)

One of the newest optional features available in the SCP is the Officer Check-In feature. The SECURUS SCP is quite flexible in allowing officers to "check in"

from any telephone. Each officer is provided a unique PIN, as well as a personalized mailbox to record an observation during duty rounds. All information can be obtained simply by generating a report for a single officer PIN or a group of officers by selecting Officer Check-in report module. Once the report is generated, personalized messages can be retrieved by authorized personnel from any workstation with access to the SECURUS S-GATE secure Website.

The following figure is proprietary and confidential.

Officer Check In Messages Results

(Use * for wild card / partial searches)

Hide Criteria

FILL IN SEARCH CRITERIA (* indicates required fields)

Account #:	PIN:	Officer ID:	User Name:
First Name:	Last Name:	Call Status: Complete	
Results per page: 10	Start Date: 06/01/2009 00:00:00	End Date: 06/30/2009 23:59:59	
<input type="button" value="Reset"/> <input type="button" value="Search"/>			

Site	Phone Loc	First/Last Name	User Name	Account/PIN	Officer ID	Dur.	Call Status	Message Date/Time
Securus Demo Site	LP 16	Ken Burns	khurns	P031133 5555	3838383	43 (s) 0.72(m)	complete	06-24-2009 02:33:56

Remote Call Forwarding Detection

SECURUS leads the industry in fraud detection and prevention and is pleased to offer RCFD (Remote Call Forwarding Detection) specifically designed for the SCP (Secure Call Platform) proposed in this response. Our RCFD solution provides the ability to immediately terminate a call in real time if it detects that a called party's telephone number is call forwarded to another telephone number. As an added feature, SCP may be configured to not terminate the call, but simply make a "notation" in the database on the specific inmate's call if false disconnects are a concern. The S-Gate secure website provided by SECURUS allows authorized users the ability to create Call Detail Reports for those RCFD calls by selecting the "RCF" flag or using the specific termination code "Call Forwarding Detected" as shown in the graphic below.

The following figure is proprietary and confidential.

Call Detail Records Search

(Use * for wild card / partial searches)

FILL IN SEARCH CRITERIA (* indicates required fields)

Country Code:	Disled Number:	Destination Zone:
Custody Account #:	PIN:	Prepaid Account #:
First Name:	Last Name:	
Termination Category: Call Forwarding Detected	Blocked Reason: ALL	Call Status: Complete
Call Type: ALL	Private: <input type="checkbox"/>	3-Way: <input type="checkbox"/>
International: <input type="checkbox"/>	Watched: <input type="checkbox"/>	Voice Biometrics: <input type="checkbox"/>
Data Criteria: Date/Time Range	Results per page: 10	
Start Date/Time: 06/29/2009 00:00:00	End Date/Time: 06/29/2009 23:59:59	
<input type="button" value="Reset"/> <input type="button" value="Search"/>		

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Messaging – Voicemail

Securus is one of the only inmate communications vendors to provide secure voicemail opportunities as an option to the facility. Voicemail opens up a new path of communication, as well as new investigative opportunities for the facility. In addition, inbound voice mail contact provides a new revenue source for incoming calls and is offered at no additional cost to BSO.

How The System Works

Secure messages are left by any caller who has a voice mail account using the existing calling platform. Voicemail messages can be left for individual inmates or for multiple inmates in multiple facilities.

Inmates can access messages from any approved inmate phone. The system creates a secured password protected account for specific (facility approved) inmates

System Security

Since Messaging runs on the Securus SCP, facilities have the same control of recording and monitoring as with their voice telephone system.

Voicemail messages can only be accessed by the inmate, the sender, and approved facility personnel

Increased Investigating Capabilities

Messaging provides investigators with the same recording and monitoring capabilities as any call. However, with the friends and family members' new capability to call in and leave a message, investigative possibilities are increased substantially.

Hardware/Software Requirements

There is no need for a computer; messaging is handled the same as a call on the facility's SCP call management system

For more information, please refer to Attachment 9—Optional Features.

Electronic Mail

Service Overview

Offered at no cost to BSO, JPay's electronic messaging service is built to provide a modern day email application in the prison environment. The service is designed to convert at least half of incoming physical mail into electronic messaging. This reduction in physical mail will reduce operational costs and limit the amount of contraband entering the facilities. In addition, electronic messaging provides unparalleled security and intelligence capabilities that greatly simplify and enhance the work of security personnel.

How It Works

Friends and family (herein referred to as "Customers") use the JPay website (www.JPay.com) to write electronic messages. Customers can also add attachments to their message and a response page for the inmate to respond to the Customer. Soon, Customers will be able to compose messages using their cell phones via SMS (short messaging system).

The messages are processed and made available for review on JPay's online "Facility System." From here, BSO staff can review, approve, hold, deny or return messages to the Customer.

Mailroom staff prints approved messages. If a response page is printed with the message, the inmate fills out the response and returns it to the mailroom for scanning.

Response pages are scanned by mailroom staff using a JPay terminal consisting of a computer and printer/scanner. An inmate's response is processed and made available for review on the Facility System. BSO staff can review, approve, hold, deny or return response pages to the inmate.

For more information, please also refer to Attachment 6—JPAY.

Guardian (Optional)

Securus offers the GUARDIAN inmate Management System to help facilities protect their site and staff by providing one of the most inclusive inmate management systems in the industry . Combining three products in one—guard tour, jail management, and an ultra durable communication device—the GUARDIAN system automates a wide range of documentation and reporting requirements.

Endorsed by the National Sheriffs' Association, Securus' clients enjoy a complete, next-generation inmate management system, designed to strengthen a facility's compliance with jail standards, defensibility, and productivity.

GUARDIAN's suite of corrections applications provides facilities with dozens of premium features and capabilities, such as the automation of medication administration records (MARs).

Touch-screen logging to the Six Core areas of sound corrections management:

- **Cell Checks**
- **Inmate Transports (Out of Cell)**
- **Supplies**
- **Standing Headcounts**
- **Meals**
- **Recreation provide easy to use access to core areas**

In addition, the Guardian system also helps facilities strengthen their legal documentation and reporting requirements, while empowering users to work smarter and more efficiently.

Built upon a world-class service-oriented architecture, GUARDIAN's Web-based software delivers software as a service and is powered by Microsoft SQL Server®. The system is built to integrate with the facility's existing jail and records management system, creating additional value and capabilities to the facility's existing JMS.

The following features are just a few of the benefits that the GUARDIAN system offers:

- **Powerful and easy to use**
- **Total System Customization Capabilities**

- **System Alerts & Notifications**
- **Full Wireless Support**
- **Preventative Maintenance**
- **Wireless Wristbands**

For more information, please refer to Attachment 9—Optional Features.

Pawn Data Network—*beta only*

Securus' QUANIX/B WI Pawn Data Network (PDN) provides the first investigative tool that helps law enforcement solve crimes for little or no cost that generates revenue. The QUANIX/BWI system links all area pawnshops directly to the investigator to provide facilities with a robust set of intelligence tools to link stolen items to criminals. Some of the advanced features of the QUANIX/BWI PDN include:

- **Frequent Customer flags**
 - **Dollar limits**
 - **Frequency limits**
 - **Multi-store alerts**
 - **Cross-jurisdictional alerts**
- **Photo of each item and individual**
- **Association capabilities**
 - **Phone numbers**
 - **Addresses**
 - **Investigator links**
 - **Identification**
 - **DL number**
- **Technology to aide law enforcement**
 - **Real-time flagging options**
 - **Email notification**
 - **Biometrics**
 - **Photo**
 - **Fingerprint**

PDN is one of the only pawn programs with full automated access to the NCIC database for cross-reference on more than 10 million records and 24 million criminal history records. In addition, PDN provides investigators with the only link to the SIRAS cross-reference capabilities.

The fee to the law enforcement agency for this program is \$500 per pawnshop, per year for all pawnshops in the law enforcement agency's jurisdiction. However, QUANIX offers Fee Defrayal Programs that can defray all facility costs.

Pawn Data Network will be offered at no additional cost to BSO.

For more information, please refer to Attachment 9—Optional Features.

3-D Facial Biometrics Visitation System

The QUANIX 3-D Facial Biometric Identification System is the only facial biometric system that converts a major cost center into a major new revenue center. The visitation area of a facility requires tremendous resources, heightened security and significant labor. This creates a heavy demand on facility budgets. Visitation patterns, tracking and ID verification are tasks that can challenge even the most efficient operation. Eliminating a cost center is a major accomplishment for any facility. Converting any cost center into a revenue producer is unheard of. The QUANIX 3-D Fast Pass™ program is designed to do just that.

REVENUE

QUANIX Fast-Pass lanes generate income to the facility from fees charged to participating visitors for the convenience of bypassing the long waits typical of many facility visitation areas.

LABOR

QUANIX Fast-Pass lanes automate and manage the entire visitation process, reducing the labor demands on the facility.

SECURITY

Because the system positively identifies, performs background checks", tracks and records all visitation activity, the facility's security and investigative capabilities are greatly enhanced.

Full system automation is achieved with integration of the facility's JMS 2Q1/10.

POSITIVE IDENTIFICATION

Each Fast Pass System is equipped with the industry's only 3-D Facial camera, which provides facilities with an ironclad system that positively identifies, tracks and manages all visitation activity

REGISTRATION

On their initial visit, participants register for the Fast Pass Program without the need for staff intervention.

The system:

- Photographs the visitor
- Performs a background check '
- Matches the visitor with an inmate in the facility

Automatically inserts the visitors name into the visitation Queue

1. QI/10
2. Full system automation achieved with integration of the facility's JMS

FOLLOW UP VISITS

On all subsequent visits, participants need only have the system's advanced 3-D cameras take their picture. A positive identification will be made, the supervising officer will be notified and the visitation will be scheduled, logged and tracked.

GUARANTEED SPEED

To assure speed of entry, QUANIX Fast-Pass participants are always placed at the top of the visitation queue.

SECURITY & REPORTING

The QUANIX Visitation System provides a time and date stamp, along with a 3-D photograph of every visitor. Standard reports show visitor name and information as well as inmate visited. Customized reports can be created to include cross-facility visitation patterns between multiple facilities. With the insertion of ALL visitors into the system, the QUANIX Visitation System becomes the facility's primary repository of all visitation activity.

For more information, please refer to Attachment 9—Optional Features.

3-D Facial Biometrics Booking & Release System

SECURITY & REPORTING

QUANIX will place a 3-D camera system in your booking and release areas to photograph all incoming and outgoing inmates. The 3-D camera system can be integrated with your JMS to provide a single photo ID. Positive identification will be achieved upon release by comparing the release photo with the booking photo. The Booking and Release Report will document and time stamp all staff input at the time of booking and release (i.e. arrest information). Arresting officers will have the ability to track prior arrests and use of aliases across multiple facilities.

Laboratory and in the field-testing provides assurance that the 3-D system is one of the worlds most accurate systems available. With an NIST (National Institute for Standards and Technology effectiveness rating of 99.2%, 3-D Facial Biometrics is one of the most accurate identification systems available today. TSA testing results provided ZERO FALSE POSITIVES in 538 attempts .TSA Testing Labs declared the 3-D system as "the most forensically correct technology.... Declared "Unspoofable".

For more information, please refer to Attachment 9—Optional Features.

Disaster Recovery

As many of our employees reside in the State of Florida, we are familiar with the annual hurricane season and the challenges this can present for any agency. Our ability to deal with these natural disasters can be demonstrated in our service response and uptime throughout the damage caused to the South Florida area by Hurricane Wilma. While the area was hard to access and had limited power and communication capabilities, our employees were connected and ensured service was performed to keep Broward County running throughout the recovery period with no outages. Our local field team provides stability in these situations that can not be matched or undervalued when the need arises. Securus plans, as law enforcement agencies do, to ensure proper operation in the face of adversity. Our

disaster recovery plan is offered at no additional cost to BSO, but is a valuable part of our solution when it is enacted.

If a disaster causes a loss of service to the Inmate Telephone System (ITS), in order to provide consistent and high quality service to customers, Securus is prepared to carry out emergency response and recovery operations.

Securus' SCP provides facilities with one of the most advanced systems in the industry and is built to meet any facility's disaster recovery needs. The SCP offers:

- Scalability to meet contractually required storage demands
- Resistance to local disasters
- Reduced downtimes with maximum availability
- Partitioned and compressed data to run queries faster
- Securely protected and audited network architecture to enable total recall of data

Standby resources that are continually monitored to assure maximum availability.

Below is additional detail regarding processes that are in place to ensure effective responses for emergency and recovery operations. In addition, we are also including information on our preventative and security processes.

Securus System Control & Service Center

In order to provide protections that effectively lower the risk of loss of data, all data is stored in a centralized database and backed up offsite. Our web-based system allows authorized users to access the data from any location with an Internet connection. Securus maintains the system at the highest level of operability.

Securus' SCP provides a unique set of features that use advanced technology to store offender call recordings. Traditional premises-based calling platforms use local hard drives that may fail and are susceptible to local disasters, such as floods, tornadoes, hurricanes, and fires. The SCP uses 'SAN' (Storage Area Network) storage. SAN is a high-speed sub-network of shared storage devices. SAN's architecture avails all storage devices to all servers on LANs (local area networks) or WANs (wide area networks). Data on the SAN is stored in RAID formats, spreading the data across multiple drives and providing additional protection. Data is no longer susceptible to loss due to an individual drive failure. Accordingly, SANs provide facilities with the ultimate protection against single drive or server failures, as well as increased security for each call recording.

The SCP is co-located in an AT&T Disaster Resistant Carrier Class Data Center that is managed under the direct supervision and immediate hands-on maintenance of data center personnel.

The call detail and call recordings are initially stored for on-line retrieval on multiple Redundant Arrays of Independent Disk (RAID) in two separate Storage Area Networks (SAN). The system writes all recordings to each SAN, promoting disaster recovery in case of single disk or entire RAID failure.

Archiving to off-line is automated and managed by robotic tape drives. The facility does not have to intervene or archive tape libraries. Access to archived recordings will take approximately 30 seconds for the Oracle database to identify the location of the archived call, retrieve the tape, insert it into the tape, drive and move to on-line availability.

Facility Emergency Response Checklists

Securus has developed procedures (checklists) to protect equipment and personnel in the event of an emergency situation. Securus will combine efforts between headquarters and field staff to expedite recovery wherever possible. Securus will carefully coordinate each checklist with appropriate facility guidelines.

Power Loss Preparation and Refuel Operations Planning

Battery back-up is only considered a short-term solution to power loss and brown outs. Securus' battery power duration is a minimum of fifteen minutes to allow orderly shut-down of the system. Where appropriate, Securus encourages its customers to consider supplying generators and/or batteries with 8-hour power duration as the preferred method of back-up power generation. If possible, the customer should maintain generator fuel capacity to provide power for at least 72 hours.

In those instances when our customers provide portable standby generators, the generators should be compatible with the ICP configuration, the configuration of the facility hookups, and approved by Securus. At a minimum, Securus suggests that all back-up power generation equipment should receive quarterly testing and maintenance.

Spare Parts and Inventory Requirements

Securus maintains an inventory of spare parts at our headquarters in Dallas, Texas, and has distribution agreements with multiple vendors to provide expedited national delivery service. The corporate headquarters in Dallas, Texas, maintains a standardized emergency recovery package of frequently used spare parts and equipment that will be available for shipment to support failure backup efforts at our customer sites. Similar field spare parts kits are maintained by each of our technical field representatives located throughout the country.

Response

Response operations will not begin until personnel safety can be assured. Emergency recovery operations are prioritized by critical facilities and equipment locations. The first priority is to recover maximum-security institutions and institutions with high inmate phone usage. The preference of the customer is considered at all times. Field and headquarters management will ensure that responders are using all appropriate checklists and that the preparation for recovery operations are initiated within appropriate response guidelines.

Emergency Condition Declaration

Securus classifies disasters on a 1-3 level. Level 3 represents a moderate impact disaster and affects a small localized area. Level 2 represents a disaster that is high-impact and affects a more wide-spread area, which may include facilities. A Level 1 disaster represents catastrophic events that are extremely wide-spread or affect a specific region with many facilities and customers.

The regional field manager or his/her representative, or someone from the customer site, will contact the Securus headquarters to request a formal declaration of an emergency condition. Headquarters operations management will establish a conference bridge with the appropriate participants as soon as possible. If the information gathered from the call substantiates an emergency status, the emergency response level is determined; the following table defines the emergency condition levels:

Table: Emergency Response Condition Levels	
Condition Level	Response
Level 1	Full headquarters response and possible deployment of a Headquarters Response Team to the region to coordinate and assist local recovery efforts.
Level 2	Headquarters support will provide assistance to the local Recovery Team as required to obtain internal County support as necessary.
Level 3	The local Recovery Team will coordinate all recovery operations. Headquarters assistance beyond normal technical assistance should not be required.

Note: A level 3 declaration notifies headquarters of the seriousness of an ongoing recovery effort, and provides the necessary background information if the local response team lead requests an upgrade to a higher condition level.

Our corporate headquarters will open a new trouble ticket in our ticket tracking system, indicating the declared condition level and the date and time of the declaration. All open tickets pertaining to the ongoing emergency recovery effort will be linked to the new trouble ticket and closed to ensure that all recovery efforts are recorded against a single ticket number.

Post-mortem reports are completed for all declared emergency condition levels. Securus analyzes all post-mortem reports to advance our emergency recovery planning efforts.

Following the declaration of an emergency condition, the National Service Center will continue to notify the customer using established notification and escalation procedures.

Inmate Payphone System Failure Back-Up Escalation Plan

Emergency Contact Information

Securus will develop and maintain toll-free, 24-hour-a-day, 7-day-a-week emergency access phone number lists that will be readily available for use during an emergency situation. Contact information will be updated at regular intervals to ensure accuracy. The National Service Center will also maintain these emergency contact phone number lists and coordinate on a regular basis with field staff to ensure that all lists are accurate. In addition, Securus will develop relationships with local vendors who can support emergency recovery operations with the required services, supplies, and equipment.

Technical Support

Securus understands that throughout the duration of a critical event, our customers rely on our support to guide them with minimal loss of equipment and data. Qualified resources will be available to assist the County. These resources include more than 150 full-time field technicians who can deploy nationwide, and a full list of contacts—up to and including Securus executives.

We also realize that during a disaster, it may be even more important that inmates and detainees can stay in contact with their friends and family. To support these end users, Securus maintains two call centers in Dallas and Mexico that can continue call processing, even if there is a failure at one location.

Equipment Access during Recovery Operations

Securus field staff will contact all appropriate local and state facility management officials and customer representatives to ensure that Securus employees will have access to equipment locations during post-failure back-up operations.

Mutual Aid Agreements and Vendor Contracts

All Securus departments will provide emergency equipment, repair parts, and repair personnel as necessary to perform recovery operations after a natural disaster or emergency condition. Vendors may be contracted to supply repair parts and repair personnel, or perform other essential functions. However, Securus' central warehouse will be prepared to conduct failure back-up operations autonomously, making assets available through next-day and/or two-day delivery into the area.

Coordination

Coordination of all declared emergencies will depend on the emergency level. Field staff will coordinate the emergency response to all level 3 conditions. Headquarters will provide assistance at the request of field management for Level 2 emergency conditions, and will coordinate all Level 1 emergency efforts.

The field management team will develop mutual agreements with other Securus regions in the country or with vendors to supply resources, equipment, or manpower. Additional equipment and personnel may not arrive for several days, depending on available transportation, condition of the roadways and airports, and other factors, therefore, field management will not delay the decision to ask for assistance from other sources.

Mobilization

Mobilization of a Headquarters Response Team, if necessary, will depend on need, as determined by the headquarters and field management.

The Headquarters Response Team will be dispatched from Dallas as soon as possible to assist field recovery efforts. However, field staff will begin recovery operations without delay.

Emergency Response Teams

Securus will form the following teams to respond to declared emergency conditions. These teams will include subject matter experts and necessary support staff.

Table: Emergency Response Teams	
Team	Manning and Responsibility

Table: Emergency Response Teams	
Team	Manning and Responsibility
Field Local Recovery Team	Plans and directs local recovery operations. Staffed by field staff personnel only.
Headquarters Support Team	Provides technical support and assistance to local recovery teams. Staffed cross-functionally, as required.
Headquarters Response Team	Deployed to Securus local markets to assist local recovery operations. The Headquarters Response Team is staffed by subject-matter experts and led by headquarters operations management.

Recovery

Recovery operations may last several hours, several days, several weeks, or longer. Field staff will continue recovery operations until critical inmate calling functions have been recovered and Securus can restore phone service operations to normal call and data transmission capability. Senior Securus management will, at that time, recall the Headquarters Response Team and field staff will return to normal operation. Recovery operations may still continue but emergency operations are no longer necessary and are not cost effective to maintain.

Throughout emergency recovery operations, the headquarters and field staff record all recovery actions. Following the resolution of emergency response operations, all recovery teams and appropriate management submit pertinent information and comments to be included in the Post Mortem report.

2.3.1. Proposer agrees that BSO retains the right to approve and disapprove equipment during the RLI evaluation/negotiation process and throughout the term of the contract.

Securus has read, understands, and will continue to comply.

Securus has worked with BSO in the past to develop hardware solutions to serve the telecommunications needs of the inmates while still meeting rigorous jail standards.

2.3.2. BSO shall not be liable for any loss, damage or destruction of, or to any of the telephones, enclosures, or communications equipment. Any telephones, enclosures or communications equipment that are damaged or inoperable shall be promptly repaired or replaced by the T-Netix at no cost to BSO.

Securus has read, understands, and will continue to comply.

BSO shall not be liable for any loss, damage or destruction of, or to any of the telephones, enclosures, or communications equipment caused by the inmates or the public. Any telephones, enclosures or communications equipment that are

damaged or inoperable shall be promptly repaired or replaced by the T-Netix at no cost to BSO.

2.3.3. All communications equipment, cabling and wiring shall meet or exceed the latest versions of all FCC, FPSC and ANSI Public Telephone Standards, as well as Federal, State and Local laws and regulations, (latest version) whether such equipment and supporting materials are of the T-Netix's own manufacture or provided by a sub-contractor.

Securus has read, understands, and will continue to comply.

All communications equipment, cabling, and wiring will meet or exceed the latest versions of all FCC, FPSC, and ANSI Public Telephone Standards, as well as Federal, State, and Local laws and regulations (latest version) whether such equipment and supporting materials are of the T-Netix's own manufacture or provided by a sub-contractor.

Securus worked with a vendor who has local Broward presence to design a patent-pending specialized steel arched-conduit, for the Broward County Jail. Major Clonch approved it for use in the specialized environment of a correctional facility. This specially designed conduit prevents inmates from pulling themselves up on it, walking on it, or tying anything to it to damage internal wiring. Securus developed this conduit to meet the needs of our valued customer—the Broward County Sheriff's Office—and is evidence of our dedication innovation and security for our customers.

2.3.4. Any and all wiring installed for repairs and/or adds, moves, or changes shall remain the property of BSO at no cost to BSO. There shall be no cost to BSO for any labor, equipment, materials, installation or for any repairs or maintenance.

Securus has read, understands, and will continue to comply.

Securus has spent more than \$100,000 re-wiring the Broward Main Jail facility over the past two years to ensure proper operation of the inmate calling system. Any and all wiring installed for repairs and/or adds, moves, or changes will remain the property of BSO at no cost to BSO. There will be no cost to BSO for any labor, equipment, materials, installation, or for any repairs or maintenance.

2.3.5. T-Netix shall supply, install and maintain Detention Communication Services at all sites requested by BSO without consideration of revenues.

Securus has read, understands, and will continue to comply.

Securus will supply, install and maintain Detention Communication Services at all sites requested by BSO without consideration of revenues.

2.3.6. It shall be the sole responsibility of the T-Netix to ensure that all telephone instruments and communication devices are maintained and cleaned on a regular schedule.

Securus has read, understands, and will continue to comply.

Securus will ensure that all telephone instruments and communication devices are maintained and cleaned on a regular schedule.

When a problem is reported a ticket is opened by our Securus Technical Support team who is primarily responsible for resolving this issue remotely. If the issue requires on-site repair, a field service dispatch is generated and a Field Service Technician is assigned to this problem. As soon as this assignment occurs, our dispatch team will communicate with the assigned Field Technician and establish an estimated time of arrival. The Dispatcher will then call the customer to communicate the technician's arrival time. Upon arrival, the Field Technician will meet with the primary contact, validate the issue, and performs any necessary repairs to the Securus System. These repairs are performed by repairing or replacing the defective part, and/or wiring or correcting configuration settings.

Upon resolving the primary issue, the Field Service Technician will also perform a system checkout in order to correct any unreported issues and conduct preventative maintenance checks of the system while on-site. The examples of this effort are:

- **Clean out the system filters**
- **Test the system features/functionality and ensure that all hardware is in good working order.**
- **Testing of individual phones to ensure that they are all in good working order**
- **Perform any necessary workstation(s) inspection**

Any problems failures during this checkout will be addressed by the Field Service Technician during the visit unless another visit is required to resolve the issue.

2.3.7. It shall be the sole responsibility of the T-Netix to coordinate all activities relating to installation. All installation shall be accomplished without any downtime.

Securus has read, understands, and will comply.

Securus will begin immediate work on our transition to our updated technology upon notice of award from Broward County. As the current provider of services, we can promise a true "seamless" transition to our proposed system without any downtime or staff intervention. In addition to our field support personnel, Securus will offer multiple levels of on-site support to ensure all work is done properly and without any downtime.

We have performed many transitions for mega facilities such as Broward County's previously and have an excellent track record for seamless transitions with little or no impact on staff and inmate population. Upon notice, Securus will schedule transition meetings and work with our designated counterparts to customize our

install plan to best meet the needs of the Sheriff's Office. Factors to review will include mirroring current operational needs/security requirements with the phone system, training requirements and operating procedures preferred by Broward County staff for service and installation. Securus will have a designated install coordinator to track each step of our transition and report to Broward County and provide feedback, which will drive our implementation. Please refer to Attachment 2 for a preliminary project plan.

2.3.8. The T-Netix shall be required to provide all equipment, tools, accessories, personnel, supervision and permits required to affect the installation of the Detention Communication Services. Debris due to work under this contract shall be cleaned and carted away daily by the successful contractor. The T-Netix shall be responsible for any and all damage occasioned upon any structure or property by the T-Netix, their subcontractors or their agents.

Securus has read, understands, and will continue to comply.

Securus will provide all equipment, tools, accessories, personnel, supervision, and permits required to affect the installation of the Detention Communication Services. Debris due to work under this contract will be cleaned and carted away daily by Securus. Securus will be responsible for any and all damage occasioned upon any structure or property by Securus, our subcontractors, or our agents.

2.3.9. The installation procedures and methods (including all cabling, wiring, boring, digging, and patching) as necessary must be in compliance with the latest version of the above mentioned rules and regulations with detailed attention to particular codes governing these activities (i.e. National Electrical Code Article 800 and applicable local codes and practices). The T-Netix shall bear responsibility for all equipment, supporting materials, costs and project coordination.

Securus has read, understands, and will continue to comply.

The installation procedures and methods (including all cabling, wiring, boring, digging, and patching) as necessary will be in compliance with the latest version of the above mentioned rules and regulations with detailed attention to particular codes governing these activities (i.e., National Electrical Code Article 800 and applicable local codes and practices). The T-Netix will bear responsibility for all equipment, supporting materials, costs and project coordination.

2.3.10. The T-Netix shall be responsible for all expenses involved in the installation of new or relocated telephones and communication devices. This shall include, but not be limited to the costs of permits, conduits, electrical work, backboard, etc.

Securus has read, understands, and will continue to comply.

Securus will be responsible for all expenses involved in the installation of new or relocated telephones and communication devices. This will include, but not be limited to, the costs of permits, conduits, electrical work, backboard, etc.

To support the needs of the Broward County Sheriff's Office, and with their guidance, Securus developed a wire conduit that is secure for correctional use and is unique to our organization.

2.3.11. Free Phones: The Detention Communication Services must provide free phone access to approximately 350 free telephone numbers to public defenders and bail bondsmen. The system must have the capability to expand the quantity of free telephone numbers with no additional charge to BSO. It will be BSO's sole discretion to allow or disallow any additional free phone numbers for public defenders and/or bail bondsmen.

Securus has read, understands, and will continue to comply.

Unless required by law, Securus recommends the County minimize the use of free calling because it will lower the County's commissions that are earned under the contract. Securus will work with the County to mutually agree which telephone numbers must be provided as free calls. Securus will also pro-actively assist the County in providing alternatives to offering free calls that is fair to all parties involved including the County, Securus, inmates, and the inmates' friends and families.

2.3.12. The Detention Communication System shall process all inmate calls on an outgoing, collect-only basis. All phones shall limit one call per connection and prevent pulse dialing. No three-way calling and no incoming calls shall be permitted. All inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.

Securus has read, understands, and will continue to comply.

Securus' SCP will process all inmate calls on an outgoing, collect-only basis. To assure the Securus system provides maximum security, the trunks in the SCP data center are provisioned outgoing-only, ensuring that no incoming calls can reach the inmate. Securus has performed full testing of these trunks, verifying compliance with this requirement.

All phones will limit one call per connection and prevent pulse dialing. No three-way calling and no incoming calls will be permitted. The SCP will provide, at a minimum, the following aids in preventing fraudulent use:

- **Elimination of secondary dialing**
- **Prohibition of switch hook dialing**
- **Limitation on the number of times a telephone number may be redialed by the offender within a specific period of time (parameters to be set by the Department)**
- **Patented Three-Way call detection algorithm**
- **Collection and prevention of DTMF**

The system, by default, does not allow the inmate to press additional digits. The SCP uses our patented DTMF collection techniques to only collect and act upon digits, when the system is expecting digits to be pressed. Unlike traditional premises-based systems, SCP controls the call and buffers all information from when digits are pressed, to when they are sent through the call flow. For instance, the system asks for a language selection and expects a 1-digit answer; the system asks for a PIN and expects a max PIN length to be entered. After the call is completed, the system does not expect the inmate to press any digits. The system ignores additional digits the inmate may dial. Inmates could press as many digits as they want and the system will not pass them through or react to them in any way. This makes it impossible for inmates to receive a secondary dial tone or call anyone by dialing additional digits after the call is completed.

Three-way Detection

Securus is the industry leader when it comes to Three-Way call detection and prevention. Securus holds a series of patents surrounding this feature. Without this feature Offender's could enlist the aid of an outside accomplice to "conference" them, via Central Office-provided Three-Way calling, to an "unrestricted" line, bypassing the system controls. Without this protection, the offenders have in effect, unrestricted access to the outside world, defeating the correctional objectives and policies of the Department along with subjecting the public to offender harassment and fraud. The SCP is unique in its ability to detect and foil an accomplice's attempt to activate the Three-Way call. Once a Three-Way call attempt is detected, the system can be configured to initiate one or all of three available options as follows:

- **Warning, marking, and terminating calls identified and determined by the system to be a Three-Way call connection.**
- **Warning called parties and the offender using specific tag lines that Three-Way calling or conference calling is not allowed and is subject to termination.**
- **Marking/Tagging the suspected Three-Way call attempts for review by administrative or investigative personnel through the systems call detail reporting.**

With an accurate Three-Way detection system, the Department can retain valuable investigative intelligence while curtailing revenue losses from calls which should not be connected.

- **U.S. Patent #5,319,702 Methods and Apparatus for Detecting and Responding to Hook Flash Events Occurring on a Remote Telephone**
- **U.S. Patent #5,539,812 Method an Attempted Three-Way Conference Call on a Remote Telephone**
- **U.S. Patent #5,805,685 Three-Way Call Detection by Counting Signal Characteristics**
- **U.S. Patent #5,796,811 Three-Way Call Detection**

Securus' patented Three-Way Call Detection feature has been proven in independent tests and by in-the-field use.. As with all Three-Way call blocking methods, the technology requires "trial and error finesse tuning" as well as science. Its configuration at each facility will be customized by Securus to adjust sensitive parameters and thresholds for optimum performance. Although the Securus Three-Way Call Detection system is one of the finest on the market today, the Securus team is dedicated to continuous analysis and enhancements of its advanced three-way algorithms.

All inmate calls will be processed by an automated operator and will not allow access to a live operator at any time. Securus provides one of the most flexible and interactive automated operator systems in the corrections industry.

Securus' SCP requires positive 'called party' acceptance, using touch-tone telephones, for two-way conversation to take place. When the called party answers the phone, SCP's advanced answer detection capability triggers the call acceptance voice prompt. The called party is instructed to dial a single digit on his or her own telephone from the voice response menu. Typically, SCP is configured to provide multiple choices to the called party, including:

- **Allowing the called party to request a rate quote**
- **Hearing the name of the facility and inmate calling**
- **Rejecting the call**
- **Accepting the call**

The system can even allow the called party to be connected to a live agent to setup a pre-paid account. Our patented Perma Block process also allows the called party to block their number real time at any time during the call to prevent any future harassing calls by any inmate in the facility. The Perma Block feature reduces facility labor demands and reduces called party complaints by automatically handling call blocking requests at the point of contact, at the time of contact.

Additional menu options are available, as calls are being processed to friend and family members, such as; providing called party instructions on how to add money to an inmate commissary fund, overviews of specific facility rules and regulations or whatever specific needs the facility may require that can help off-

load facility personnel workloads by answering friends and family inquiries during the initial calling process.

PIN Operation (Open & Controlled)

Securus' SCP enables each inmate telephone to be individually programmed for Personal Identification Number (PIN) or non-PIN operation. This provides the facility with a great amount of leeway in PIN placements. For example, facility personnel may wish to allow PIN operation in Maximum Security or long-term areas, while allowing an "all calls" option in overnight, work release, or Trustee areas. The SCP has no limit or restrictions on the number of PIN or Non-PIN inmate telephones operating at the facility.

Some inmate facilities may choose to operate using a PIN system, under which each inmate is assigned a personal identification number (PIN). In such cases, the inmate must enter his or her PIN before making a telephone call. PINs also provide an audit trail of the inmate that placed each specific call. Additionally, it allows the facility increased control over which inmate can call which numbers.

Each inmate is assigned a unique PIN, ranging anywhere from 4 to 16 digits. This range creates a maximum number of 9 billion PIN combinations.

This traditional method of creating Approved Calling Lists provides the most restrictive type of calling privileges, including an Approved Calling list with a minimum of 20 numbers for each PIN. The facility will determine the maximum number of telephone numbers each inmate can register. Telephone number registration includes the number, name of the party who the inmate wishes to call, and the relationship of that party to the inmate. For the facility's convenience, the telephone numbers registered by each inmate are identified with the inmate's PIN and reside in the system.

The following three primary modes may be applied to a single phone or group of phones in a facility:

Mode 1 – Open PIN: This is the most basic mode of operations, and the simplest to administer. Each inmate is assigned a unique PIN to use to make a phone call; however, no individual phone number restrictions or calling lists are used in this mode. Only global system calling restrictions are applied to the inmates' calls.

Mode 2 – Open PIN with Restrictions: Mode 2 builds on the Mode 1 Open PIN feature and adds the ability to place call restrictions and limits on specific call types, while allowing all other phone numbers to be processed as they would in an Open PIN system. Mode 2 restrictions can also include the recording and alarming of numbers and the use of facility or global number lists for special circumstance numbers such as attorneys and external crime tip numbers.

Mode 3 – Closed PIN: Mode 3 provides the most restrictive type of calling privileges; however, it also requires the most administration of the three modes. In the System's standard configuration, each inmate can register from 1 to 20 telephone numbers. The total number of destination numbers available to put on an inmate's list is unlimited. The facility determines the maximum number of telephone numbers each inmate can register. Telephone number registration includes the number, name of the party who the inmate wishes to call, and the relationship of that party to the inmate. The telephone numbers registered by each inmate are identified with the inmate's PIN and reside in the system. Only that PIN may validate calls to those numbers.

Updating calling lists is a continuous process as inmates are booked into, or released from the facility, or as the inmates request changes to their calling lists. This type of control is usually recommended only for facilities with a low rate of inmate population turnover or where such extreme security measures are desirable. Note that in a Closed PIN environment, the facility may choose to make certain telephone numbers "commonly available" to all inmates. The common numbers maybe assigned Global and/or Facility Accounts.

The system can set a maximum time limit for any type of call and/or all calls related to an individual PIN and/or all PINs. Many restrictions may be tagged to any PIN or telephone number associated with a PIN.

Examples of restrictions are:

- Time of day and/or days of week
- Maximum duration of a call for that PIN
- Maximum number of calls to that number or from that PIN per day/week/month/amount, etc.

The calling platform automatically manages calling restrictions, if they are imposed.

Securus provides an automated pin management system called E-Imports that can off-load facility labor requirements to enter PINS manually.

Voice Biometrics

As an optional feature, Securus uses advanced voiceprint technology as a powerful biometric authentication of a person's identity. Compared to other biometric techniques, it is quick, natural, non-intrusive, and cost-effective. Our voice biometric does not require a technology upgrade for each phone because it works with the existing SCP technology and features, such as inmate name recording.

The technology works because each person's voice contains a unique signature. As a means of identification, a person's voice is as reliable as his or her fingerprint. Our biometric voiceprint technology compares a digitized speech sample of an inmate to a previously processed and stored template of the inmate's voice.

When using voiceprint technology, an inmate is asked to say his/her name (and/or password) during the first call into the preprogrammed phone four times. These repeated utterances of his/her name teach the system the subtle variations of the targets voice and when fully educated, enrolls the inmate into the system. The initial voiceprint become the basis for the inmate's personal voice verification file. This method of identification may be used in different parts of the prison to allow or prevent access to different areas.

After the inmate has registered, the inmate enters his or her PIN, and then the system prompts the inmate for his or her name (and/or PIN#). The inmate may be asked to repeat his or her name, if the register of the inmate's voice does not appear the same. Inmates voice matches usually take less than a second to be approved. Upon approval the inmate will than be able to place his or her call.

Securus has deployed voice biometrics for more than seven years in Local, County, and State correctional institutions identifying more than 50,000 inmates a day. As one of the largest deployed voice biometric Inmate Identification systems in use today, facilities can be assured that the system is time-tested for accuracy and robustness and will withstand the challenges of the correctional environment.

In addition, voice biometrics technology is a proactive security system and works without human involvement, eliminating the need to monitor screens or maintain other biometric equipment damaged by the inmate population.

Of the limited providers who offer a voice biometric identification system, most provide facilities with "best case" testing results. Securus is proud to provide "worst case" as well as "best case" scenarios. Our system has continually shown superior operational accuracy in all conditions.

- 2.3.13. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, recording, pre- paid information, and name of the inmate initiating the call. The system shall be capable of informing the called party the amount that will be billed for the call, prior to acceptance of the call.

Securus has read, understands, and will continue to comply.

The SCP will brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, recording, pre-paid information, and name of the inmate initiating the call. The Securus Secure Call Platform (SCP) provides customized professionally recorded voice prompts allowing for specific call progressions and requirements. Personalized prompts can be branded by a facility during each attempted call.

Additionally, the inmate can be required to record his or her name only during the first call associated with the inmate PIN. For clients with multiple facilities, the inmate's stored name file can be easily transferred with his or her PIN information to the destination facility without the need of the inmate to re-enroll the recorded name. This client-focused feature was designed to reduce the workload requirements of the facility's staff.

The SCP's automated operator will be capable of informing the called party the amount that will be billed for the call, prior to acceptance of the call.

- 2.3.14. Numbers which include, but are not limited to operator and directory assistance numbers such as 0, 411, 911, 700, 976, 900 as well as equal access numbers such as 10XXX, 800, 888, 866 and 877 shall be automatically blocked.

Securus has read, understands, and will continue to comply.

Securus will block all number specified and upload all current blocked numbers from our existing system to our proposed upgraded platform. Numbers that include, but are not limited to, operator and directory assistance numbers such as

0, 411, 911, 700, 976, 900 as well as equal access numbers such as 10XXX, 800, 888, 866 and 877 will be automatically blocked, except as allowed by the Facility.

During installation, a "Global Call Blocking" table is established, which immediately prevents inmates from making calls to specific numbers. Typically, the database includes numbers to local judges, sheriff, facility personnel, jury members, attorneys, witnesses, etc. Because a Global Call Blocking table may contain thousands of entries, Securus' SCP offers unlimited blocking potential.

All dial around area codes and exchanges such as 800, 900, and 976 are blocked by default as well as access to live operator services such as 0, 411 and 911.

To provide the maximum in convenience to facility personnel, authorized facility personnel can administer blocked numbers using our single point access S-GATE Command Center website or by calling Securus technical support directly. All blocked numbers have an associated note field stored in the blocked number database to record specific information for future reference.

2.3.15. The system shall be capable of recording inmate phone conversations. Describe, in your proposal, how this will be accomplished.

Securus has read, understands, and will continue to comply.

Securus' SCP will record inmate phone conversations. Securus' Recording and Monitoring System is fully integrated with its Secure Call Platform (SCP), and provides secure recordings of inmate telephone conversations. It can be configured to accommodate the recording requirements for correctional facilities of any size. The system is fully automated and is designed to be a cost-effective solution for all correctional facilities. Authorized personnel can listen to live or archived recordings via multi-media PC interfaces connected over Local Area Networks (LANs). Multiple levels of security provide that only authorized personnel can access and monitor the inmate recordings.

Recording of calls by the SCP is simply provided by establishing separate digital channels for the inmate, called party and recording of the conversation. Call conferencing of each channel enables the parties to talk while allowing messages to be interjected into the call. At the same time, the SCP is making a recording that includes everything that both parties say and any interjected announcements. Securus uses a unique method in this conferencing application that has no limitations with regards to legs of the call to listen, talk, record, or analyze the call. This unique capability allows Securus to deliver many new and unique features on the SCP architecture.

When the called party answers the call, the recording process starts immediately. This is known as "record on connect." This process provides a record of the entire interaction between the call platform and the person receiving the call, including the leg prior to the inmate and called party being connected. This interaction includes everything the called party says, as well as announcements, including:

- Where the call is originating

- Name of the person calling
- Calling rates
- Call acceptance
- Notification messages, such as the standard announcement that the call is subject to monitoring and is being recorded

Call Monitoring

The SCP Live application allows for immediate, real-time monitoring of calls in progress via the multi-media PC workstation. Facility personnel (with appropriate password privileges) are able to monitor live calls by simply highlighting the call in progress and clicking on the speaker icon. This process is undetectable by either the inmate or the called party and does not disrupt the recording process. Concise descriptions of activity are displayed for each phone in use, (i.e., the system displays the specific telephone location, inmate PIN, the destination number dialed, city and state of the destination, time and duration of call, any restrictions such as "Watched" or "Private", and the status of the call, such as "In Progress," "Calling Destination," "Get Acceptance".)

The system also provides the ability to automatically eliminate all monitoring or recording of special calls, such as to legal counsel, by designating the number as a "private" number. In the event that a retrieval of a "private" call is attempted, the SCP will inform the user that, "This call is prohibited from monitoring."

Call Monitoring, Silent

When monitoring is invoked, the system incorporates analog suppression/amplification hardware that allows guard monitoring of calls without inmate or called party detection. To assure complete investigator anonymity, there is absolutely no noise, dB loss or other indicator when this feature is activated via handset, headset or amplification instrument (speakerphone, orator, magnetic, taping equipment, etc.).

Call Recording

The SCP'S unique, fully integrated recording application, works independently of other product(s) so there is never a need for a 3rd party manufacturers' product to be integrated into the system. This allows the facility to deal with a sole source provider if any issues arise.

The SCP also employs large capacity hard drives along with RAID (Redundant Array of Inexpensive Disks) that virtually extend the call storage period and enhance system and call backup to meet your specific needs. Recordings are stored on-line for immediate access for 12 months. The SCP can also burn the information to CD and/or DVD for additional back up, if necessary.

The SCP is capable of recording all calls simultaneously and also allow personnel to listen to a pre-recorded call, while active calls continue to be recorded—all without loss of information. The system records the conversation from acceptance to termination of the call. Because the recording and monitoring applications are fully integrated features of the system, call synchronization between call record time and recording time is guaranteed.

Remote Access to Recording and Monitoring

Because the recording and monitoring applications are fully integrated into the system our Inmate Telephone System is extremely user friendly. The system allows for remote access by other agencies such as the local PD's, without having to reside on the Broward County network. Any authorized users with an approved user name and password can easily remotely access recording and monitoring of inmate calls from any Windows 2000 Service pack 4 or Windows XP PC with Internet Explorer 6.0 or 7.0.

Covert Alert

The Secure Call Platform (SCP) is equipped with a manual and automated call-forwarding feature for those dialed numbers, telephones or inmate PINs that are under surveillance by the investigative unit. In addition to manually forwarding a call, the Covert Alert feature allows authorized personnel to assign multiple direct dialed telephone numbers for remote monitoring of these areas of surveillance. A PIN is assigned to the remote monitored call allowing secure and safe investigative access. As a bonus, an email can be assigned to the same area of surveillance that will notify the investigator of the date, time, inmate PIN, originating telephone and dialed number immediately after the call is accepted by the called party. Covert Alert is part of Securus' base investigative set of tools specifically designed to help facility investigators solve more crimes.

- 2.5. **Reporting Requirements:** T-Netix shall be required to provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include, at a minimum, origination number, destination number, type of call (Local, Intralata, Interlata/Intrastate or Interstate), number of minutes of call, reason for disconnect and total billed revenue. Proposer agrees that BSO and BSO's agents may at any time have access to view real-time data regarding any and all records relative to the Detention Communication Services Agreement. Proposer should include, with their proposal, a sample of a call detail and management report.

Securus has read, understands, and will continue to comply.

Securus will provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports will include, at a minimum, origination number, destination number, type of call (Local, Intralata, Interlata/Intrastate or Interstate), number of minutes of call, reason for disconnect, and total billed revenue. Securus agrees that BSO and BSO's agents may at any time have access to view real-time data regarding any and all records relative to the Detention Communication Services Agreement. Please refer to Attachment 4—Sample SCP Reports and Attachment 5—Sample Commission Report.

Securus provides a secure access Administrative Assistant Website that will allow the County to easily access, review, and audit commission and revenue data, along with service ticket status online ANYWHERE in the world, ANYTIME.

Additionally, the Securus Secure Call Platform SCP User Utility secure Website we call S-GATE, will provide Broward County with access to a complete set of call detail reports to enhance your investigative teams' ability to solve more crimes.

All reporting tools allow selection of date range, facility (if you have more than one), the dorm location (or originating number), and the called number.

All reports are available through the use of these Securus-provided tools and criteria easily selectable by the click of a mouse or simple entry of a partial or entire destination number.

Securus' SCP (Secure Call Platform) has a dedicated reports writer that provides investigative information based on the Call Detail Records. This sophisticated reporting tool provides a reporting interface into all calling activities. Reports can be generated online and exported in:

- Excel
- CSV (Comma Separated Values)
- Adobe PDF format

Users can search and analyze call details on all calls placed from each inmate telephone through SCP. These details include date, time and duration, telephone number or origination and destination, if used, inmate ID, reason for termination, and much more. SCP retains call details on all call attempts, except those to blocked numbers. Users can customize the standard reports by varying search criteria, such as date range, facility, or call length.

SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on the following criteria options:

- Per phone, per location and per inmate
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency
- Call type (i.e. completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity.
- Inmate Name
- If used, inmate PIN and / or Account Number
- Prepaid Calling Card Number
- Destination Zone (i.e. Local, InterLata, InterState, IntraLata, International)

The Investigative Reports section compiles the data and displays the information in a report format, on the workstation monitor. Investigative Reports provides multiple functions for call playback, copying calls to remote media. Users can utilize this unique application to generate a report with little or no concrete information available.

For example, SCP's Frequently Called Number Report (FCN) shows information relative to the amount of calls to a particular number and reflects the facility location(s) from which the number was called.

The FCN feature allows investigators to generate a report by entering a frequency threshold that instructs the system to search for only those numbers that have been called 'x' number of times throughout the facility. (i.e., by entering '50' in the parameter field, the system shows only those numbers that have been called 50 or more times within a designated timeframe.) After the report appears on-screen, clicking the mouse produces a second report that represents all areas of the facility from which a specific number has been called. From this report, *investigators can analyze data to determine specific call patterns, detail suspicious activity and selectively assign a watched number status to potential fraudulent numbers.*

A full set of set reports administrative users need day in and day out as well as a full set of investigative reports makes Securus' Standard Reports generator anything but standard.

2.6.1. T-Netix shall be responsible to provide reports. It is estimated that a call detail and management report will be required monthly, and a summary report will be required quarterly.

Securus has read, understands, and will continue to comply.

Securus will provide reports as required by the County on a monthly and quarterly basis. Securus provides a secure access Administrative Assistant Website that will allow the County to easily access, review, and audit commission and revenue data, along with service ticket status online ANYWHERE in the world, ANYTIME.

Additionally, the Securus Secure Call Platform SCP User Utility secure Website we call S-GATE, will provide Broward County with access to a complete set of call detail reports to enhance your investigative teams' ability to solve more crimes. All reporting tools allow selection of date range, facility (if you have more than one), the dorm location (or originating number), and the called number.

All reports are available through the use of these Securus-provided tools and criteria easily selectable by the click of a mouse or simple entry of a partial or entire destination number.

Securus' SCP (Secure Call Platform) has a dedicated reports writer that provides investigative information based on the Call Detail Records. This sophisticated reporting tool provides a reporting interface into all calling activities. . Reports can be generated online and exported in:

- Excel
- CSV (Comma Separated Values)
- Adobe PDF format

Users can search and analyze call details on all calls placed from each inmate telephone through SCP. These details include date, time and duration, telephone

number or origination and destination, if used, inmate ID, reason for termination, and much more. SCP retains call details on all call attempts, except those to blocked numbers. Users can customize the standard reports by varying search criteria, such as date range, facility, or call length.

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A full set of set reports administrative users need day in and day out as well as a full set of investigative reports makes Securus' Standard Reports generator anything but standard.

2.6.2. The system shall be capable of producing detailed reports which reveal inmate calling patterns, call volume summary and inmate phone activity, such as frequency of use by an individual inmate and the same telephone numbers called by more than one inmate.

Securus has read, understands, and will continue to comply.

Securus' SCP (Secure Call Platform) has a dedicated reports writer that provides investigative information based on the Call Detail Records, which will aid in investigations and help track and reveal inmate calling patterns. This sophisticated reporting tool provides a reporting interface into all calling activities. . Reports can be generated online and exported in:

- Excel
- CSV (Comma Separated Values)
- Adobe PDF format

Users can search and analyze call details on all calls placed from each inmate telephone through SCP. These details include date, time and duration, telephone number or origination and destination, if used, inmate ID, reason for termination, and much more. SCP retains call details on all call attempts, except those to blocked numbers. Users can customize the standard reports by varying search criteria, such as date range, facility, or call length.

SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on the following criteria options:

- Per phone, per location and per inmate
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency
- Call type (i.e. completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity.
- Inmate Name
- If used, inmate PIN and / or Account Number
- Prepaid Calling Card Number

- Destination Zone (i.e. Local, InterLata, InterState, IntraLata, International)

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The FCN feature allows investigators to generate a report by entering a frequency threshold that instructs the system to search for only those numbers that have been called 'x' number of times throughout the facility. (i.e., by entering '50' in the parameter field, the system shows only those numbers that have been called 50 or more times within a designated timeframe.) After the report appears on-screen, clicking the mouse produces a second report that represents all areas of the facility from which a specific number has been called. From this report, investigators can analyze data to determine specific call patterns, detail suspicious activity and selectively assign a watched number status to potential fraudulent numbers.

A full set of set reports administrative users need day in and day out as well as a full set of investigative reports makes Securus' Standard Reports generator anything but standard.

Securus' Call Tracker entries mark calls for use with the SCP Call Tracker feature.

This feature provides a way to add a tracking number (such as a case number) to a call, and view from a call report such as a Call Detail report. Call Tracker allows investigators to share notes about the call. Additionally, it protects recordings from being purged when the client storage policy expires by enabling the user to extend the expirations date for the associated call or download. Call Tracker is one of the many investigative tools Securus provides partnering facilities to assist in solving more crimes.

2.6.3. BSO reserves the right to request customized reports from time to time. It shall be the T-Netix's responsibility to provide such customized reports when requested by BSO. All costs associated with the preparation and producing of such reports shall be borne by the T-Netix, and any costs associated therewith shall not be deducted from commissions.

Securus has read, understands, and will continue to comply.

Securus will work with BSO in good faith to determine a realistic and reasonable schedule for the delivery of the agreed upon material changes and/or enhancements.

ATTACHMENT A, SECTION FOUR: SUPPLEMENTAL INFORMATION

(Supplemental Information): Any Special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process are to be listed here.

Securus has read, understands, and will comply.

EXECUTIVE SUMMARY

Thank you for the opportunity to submit the Securus Technologies, Inc. response (through our wholly owned subsidiary T-Netix Telecommunications Services, Inc.) to your Request for Proposal. It is with great pride that we deliver to you our sincere commitment in continuing to be your designated partner while providing technology applications and services to meet your needs.

Over the past several years servicing your County, we have continuously gathered information from your investigators, Support Service groups, Inmate Communication teams and others within the County, which has enabled Securus to provide specific responses based on the key issues affecting Broward County. The knowledge we have gained from servicing you for the past several years has allowed us to understand your critical areas where Securus has provided and will continue to provide solutions. With our new direction towards *developing applications and services to meet your needs*, we can now bring even more **value** to Broward County such as improving revenue opportunities, increasing call completion, creating staff efficiencies, and providing technology upgrades.

By continuing your partnership with Securus, Broward County will continue to stay on the cutting edge of the industry. With Securus, the County is teaming with a company who develops our own software and builds and maintains our own systems. We have the largest and most experienced staff of developers and engineers of any company in the industry. Our commitment to providing the best technology solutions for our customers is second to none. Securus is proud of the fact that we are serving 20 counties in Florida, the Florida Department of Juvenile, as well as the Florida Department of Corrections. In addition to serving as the vendor of choice for the State and several counties, and our in-state base of 40 employees, Securus also has the strongest presence in Broward County with five (5) employees presently residing in Broward County. We understand the county's challenges and successes first hand and we are proud to be part of the Broward County community.

Securus will address the needs of Broward County as outlined in the RLI with particular focus on the following areas of importance to the County:

- Innovative inmate communication solutions to increase revenues to Broward County
- Investigative tools, such as remote access, pawn shop information access, and covert alerts for watched inmates or numbers
- Added security through biometrics and PIN assignment to inmates
- Proven track record and local presence—existing system uptime in excess of 99% and a local support team committed to Broward County

Our long-standing relationship with Broward County is representative of the very foundation upon which our company is built: *To be your "most valued partner."*

Working over the past several years with County employees, no one has a stronger understanding of the County's needs today and moving forward. In this proposal, you will find the best combination of innovative technology and applications available in the correctional industry today, supported by a local team dedicated to Broward County. We will enhance your investigative tools, address your mail and contraband challenges, continue to strive to improve your overall efficiency, and offer you a very competitive financial proposal, while always supporting the needs of BSO.

Securus is confident that we can provide the best “total package” to the Broward County Sheriff’s Office.

Broward County Need: *An Inmate Telephone Platform with its own customer service, technical support, local service infrastructure, and billing departments. A company who can support its own software, systems, and applications while keeping the County on the cutting edge of technology.*

Securus Solution:

Securus has designed, developed, and built our own web-based platform. No longer will Broward County require an on-site server and separate workstation to manage their inmate telephone system. Our “**Secure Call Platform (SCP)**” is web-based and can be accessed via any workstation with internet and password capabilities. This system also allows for easy integration with other web-based applications such as commissary systems and jail management systems as we currently provide to BSO. BSO will always use the latest version of our software to support your efforts in detention and investigations. Our proposed system can be accessed from outside agencies, as designated and permitted by the County, to support inter-departmental investigations and make better use of staff time. Time savings for staff through automation, increased security, elimination of hardware, and seamless integration with existing system – Securus can bring all this to you with our new platform as we have for many years.

Broward County Need: *Innovative Inmate Communication Solutions - To Enhance Call Connections and Maximize Overall Revenue*

- *First Call Connect*
- *Inmate Voice Mail*
- *J-Pay*

The County’s desire is to complete as many calls as possible to generate additional revenue, reduce inmate grievances, create more connections to friends and family of inmates, and provide additional avenues for investigations. The implementation of new technologies that will expand inmate communications but maintain the highest level of security.

Securus Solution:

This is an area in which Securus excels in this industry. We are constantly developing new applications and services to enhance our billing relationships, whether it is with a CLEC or a friend/family member. If an individual has any reasonable means to pay for a call, and they want to receive a call, we will guarantee that the call will be connected. This means more “Total Revenue” for Broward County and fewer inmate grievances over call connections.

First Call Connect (FCC) - Included in this proposal, is our patented First Call Connect (FCC) feature. This feature proactively connects the inmate to the friend/family member on that first call—regardless of billing status—creating even more relationships with the called parties. FCC provides the ability to connect inmates to friends and family who do not have a billing arrangement through their communication method of choice to establish a friends and family prepaid account. This feature completes the call to called parties who do not have a billing arrangement, normally those using a cell phone, prepaid cell phone, or using a CLEC or VoIP carrier. FCC allows the first call to be connected for a period of time, after which time the system gives the friend or family member a direct connection to the CBS customer support center. The friend or family member is given the opportunity to set up a prepaid account, expediting call connections and increasing revenue to Broward County.

Inmate Voice Mail - Provided at no charge to the facility, but accompanied by a new commission stream, inmate voice mail is included in this proposal to the Broward Sheriff’s Office. Friends and family can establish a voice mail account

via our Correctional Billing Services. A personalized code is provided to the end user (the account holder), who in turn, passes it to the inmate. The inmate can then access any voice mails left by this end user. The cost of a 30 second voice mail is \$.75. The facility receives \$.25 per voice mail received. Implementation of inmate voice mail can provide *numerous benefits*: Additional investigative information as voice mails are recorded; eliminate the request of friends / family to pass messages back to the inmate; create a new revenue stream; and create additional calls.

J-Pay – JPay’s corporate headquarters is located in Miami, Florida, within minutes from BSO’s facilities. JPay has been providing e-commerce services exclusively for corrections since 2002 and has always been at the forefront of the industry. JPay is the nation’s leading provider of these technologies, providing unmatched operational experience and a proven history of technical expertise.

JPay’s services are available to over 1,000,000 inmates across four of the five largest prison populations and three of the five largest jail populations including the Florida Department of Corrections and the Miami-Dade Sheriff’s Office. JPay welcomes the opportunity to provide our services to BSO.

JPay provides a fully integrated and security-driven suite of services consisting of the following:

- Electronic Messaging via printers and scanners
- Electronic Trust Account Payments
- Release Debit Cards
- Inmate Kiosks
- Electronic Messaging via inmate kiosks
 - Video Visitation
 - Digital Media and MP3 Player
 - Staff to Inmate Communications
 - Electronic Kites
 - Trust Account Viewer

Embedded in JPay’s platform is an Intel system that offers BSO staff the distinct ability to generate individual reports and link inmates and Customers. These relationships are displayed graphically, saving investigation staff time and resources when investigating a gang or an individual.

Broward County Need: *Improve Investigative Tools to assist facility staff and outside agencies to solve more crime.*

- *Covert Alert*
- *Expanded Investigative Capabilities*
- *BWI*

We understand the importance of technology tools that will support and improve the investigative efforts of the Broward Sheriff’s Office as well as the other cities and municipalities served by BSO. We know that Kathleen Casey, in a 9 month span, has had 2200 investigative requests and has burned 162,000+ recordings to CD. With our SCP platform we will provide the County with more alternatives and options to their investigations and improve the systems and processes used by Kathleen in her daily efforts. Further, with our installed base in Florida, investigations do not have to stop when an inmate gets transferred to the State or other Securus counties utilizing our SCP platform. With proper authorization from the holding agency, the Broward Sheriff’s Office can continue to monitor and listen to recordings and continue to build on your present cases.

Securus Solution:

Covert Alert - Our Secure Call Platform is equipped with the capability to bridge a call to an authorized remote number for those numbers, or PINs, that are under surveillance by the investigative unit. The Covert Alert feature allows authorized personnel to monitor a call, from any designated remote location, while the call is in progress. Once a number, or PIN, is assigned a 'covert' status, the user simply enters a telephone number (cellular, home, office, etc.) from which he/she wants the call sent to for 'Live' monitoring. The call is then automatically bridged once the call is accepted by the called party and in progress. This allows for facility investigators to effectively monitor potential elicited activities regardless of the investigators' location.

Expanded Investigative Capabilities - In order to prevent and solve crimes, investigators need accurate and timely intelligence that allows them to quickly and easily gather intelligence about suspicious persons and events. Our proposed solution will provide investigators a single site with anywhere, anytime access to a wide array of data sources and intelligence-gathering tools. Investigators can use the system to quickly and easily access, analyze and save call recordings and other associated information. Investigators can use tools to develop a complete inmate profile that can help to identify links and associations to persons, incidents and activities from all facilities served by Securus, providing an expanded investigative "net."

BWI- Securus will provide to Broward County, ***for no charge***, our Pawn Data Sharing program. Because property crimes are cross-jurisdictional in nature, fighting crime with limited cross-jurisdictional access places investigators at a severe handicap. In order for investigators to have a fighting chance to solve property crimes, they must be able to track property crimes when and where they occur. With BWI you will be provided a multitude of tools to reduce the investigative effort needed to link perpetrators to stolen property. The BWI Pawn Data Sharing program is cross-referenced with the SIRAS database to provide vital links to stolen property. Please refer to Attachment 9 for more information on optional features

Broward County Need: Added Security—improve facility security with the addition of new technology and biometrics

- ***Patented three-way Call Detection***
- ***Biometric Voice Verification***

An ongoing need to improve security through technology is an objective of Broward County that has been expressed during our data gathering process. The continued prevention of harassing and fraudulent calls made by inmates is of major importance to the County. The practice of inmates swapping PINs to compromise the system is also a security issue that is of concern.

Securus Solution:

Patented Three-way Call Detection - It is industry knowledge that Securus developed the original Three-way detection software. It was developed and patented in 1994 and was utilized by Verizon, AT&T, Bell South, etc. during the many years that the Public Utility Companies were serving the correction industry. Detecting and preventing three-way or conference calls is a very important aspect of an inmate calling system and Securus leads the industry in this area. Without a working and proven three-way detect, witnesses and victims can be harassed and fraudulent calling can adversely affect the community. We would be pleased to demonstrate these tests and accuracies as needed for Broward County. With an accurate three-way detection system, Broward County can retain valuable investigative intelligence while curtailing revenue leakage from calls which should not be connected. The County has the capability to configure the three-way application as they believe best suits their needs. i.e. warn, mark, or disconnect a three-way call. Our current three-way technology has served Broward County for many years and has successfully prevented fraudulent calling in the community.

Voice Biometric System - Securus, through our T-NETIX subsidiary company, developed the original Voice Biometric solution for the corrections market which is known as SecureVoice™. This current solution effectively verifies over

50,000 inmates making calls each day. Our latest technology architecture requires us to upgrade the application to provide the same level of effectiveness in a centralized environment. Our solution uses equipment already in the inmate common areas and does not require the introduction of thumbprint readers, which can be broken and endanger staff and other inmates, or retina scans, which can cause widespread conjunctivitis.

Broward County Need: Securus Specific Advantages—Sticking with Your Through Thick and Thin

- *Ease of transition*
- *Proven track record and local presence*

Securus Solution:

Ease of Transition: The Sheriff's Office is acutely aware of some of the headaches that can result in the transition from one vendor to another. Securus, as the incumbent, can remove these headaches that result from a transition. Often times, vendor changeovers may result in areas already stretched thin. The County simply doesn't need to spend its time while a new, unproven vendor learns the ins and outs, as it pertains to housing locations at multiple facilities, and questions specific to BSO Policies and Procedures. This can cause unnecessary delays in installation, thus inducing additional overtime costs and staffing shortages in an already stretched environment.

Proven Track Record and Local Presence: Securus proved its outstanding service through the worst of times. Additionally, Securus employs more residents and constituents of Broward County than other vendors have employed in the State of Florida combined. Securus has provided flawless service throughout natural disaster situations, and is always ready to respond and serve when needed. We, together, met and faced the challenges faced by these threats on a business and personal level as constituents of Broward County. Very few providers can comprehend these threats without being part of this community. Securus was intimately involved when the Sheriff's Office was making preparations for these events; with our services and personnel, we ensured BSO had one less issue to worry about. We made sure the inmates of Broward County could communicate with their loved ones, and took this challenge seriously. Providing service that always exceeds the Broward Sheriff's Office's expectations is our number one goal.

We look forward to continuing to serve the needs of Broward County as a company and as Broward County residents, which is demonstrated by our involvement in Broward County community service programs. Our employees—Matt Anderson, Harry Greene, Michael Scheinfeld, Daniel McGuinn, and Michael DeLucia—residing in Broward County continue to support local charities and support services. Securus' partnership with the United Way benefits community betterment programs that reach out to residents of Broward County.

It is our honor and pleasure to serve the Broward County Sheriff's Office. We value our relationship with the Sheriff's Office and its employees; our role as service provider to BSO is something we take seriously and with great pride. We do believe our solution provides the greatest overall benefit to the Broward Sheriff's Office and Broward County as a whole. We thank you for the opportunity to submit our proposal and hope to continue to serve Broward County for many years to come.

Disaster Recovery

As many of our employees reside in the State of Florida, we are familiar with the annual hurricane season and the challenges this can present for any agency. Our ability to deal with these natural disasters can be demonstrated in our service response and uptime throughout the damage caused to the South Florida area by Hurricane Wilma. While the area was hard to access and had limited power and communication capabilities, our employees were *connected and ensured* service was performed to keep Broward County running throughout the recovery period with no outages. Our local field team provides stability in these situations that can not be matched or undervalued when the need arises.

If a disaster causes a loss of service to the Inmate Telephone System (ITS), in order to provide consistent and high quality service to customers, Securus is prepared to carry out emergency response and recovery operations.

Securus' SCP provides facilities with one of the most advanced systems in the industry and is built to meet any facility's disaster recovery needs. The SCP offers:

- Scalability to meet contractually required storage demands
- Resistance to local disasters
- Reduced downtimes with maximum availability
- Partitioned and compressed data to run queries faster
- Securely protected and audited network architecture to enable total recall of data

Standby resources that are continually monitored to assure maximum availability.

Below is additional detail regarding processes that are in place to ensure effective responses for emergency and recovery operations. In addition, we are also including information on our preventative and security processes.

Securus System Control & Service Center

In order to provide protections that effectively lower the risk of loss of data, all data is stored in a centralized database and backed up offsite. Our web-based system allows authorized users to access the data from any location with an Internet connection. Securus maintains the system at the highest level of operability.

Securus' SCP provides a unique set of features that use advanced technology to store offender call recordings. Traditional premises-based calling platforms use local hard drives that may fail and are susceptible to local disasters, such as floods, tornadoes, hurricanes, and fires. The SCP uses 'SAN' (Storage Area Network) storage. SAN is a high-speed sub-network of shared storage devices. SAN's architecture avails all storage devices to all servers on LANs (local area networks) or WANs (wide area networks). Data on the SAN is stored in RAID formats, spreading the data across multiple drives and providing additional protection. Data is no longer susceptible to loss due to an individual drive failure. Accordingly, SANs provide facilities with the ultimate protection against single drive or server failures, as well as increased security for each call recording.

The SCP is co-located in an AT&T Disaster Resistant Carrier Class Data Center that is managed under the direct supervision and immediate hands-on maintenance of data center personnel.

The call detail and call recordings are initially stored for on-line retrieval on multiple Redundant Arrays of Independent Disk (RAID) in two separate Storage Area Networks (SAN). The system writes all recordings to each SAN, promoting disaster recovery in case of single disk or entire RAID failure.

Archiving to off-line is automated and managed by robotic tape drives. The facility does not have to intervene or archive tape libraries. Access to archived recordings will take approximately 30 seconds for the Oracle database to identify the location of the archived call, retrieve the tape, insert it into the tape, drive and move to on-line availability.

Facility Emergency Response Checklists

Securus has developed procedures (checklists) to protect equipment and personnel in the event of an emergency situation. Securus will combine efforts between headquarters and field staff to expedite recovery wherever possible. Securus will carefully coordinate each checklist with appropriate facility guidelines.

Power Loss Preparation and Refuel Operations Planning

Battery back-up is only considered a short-term solution to power loss and brown outs. Securus' battery power duration is a minimum of fifteen minutes to allow orderly shut-down of the system. Where appropriate, Securus encourages its customers to consider supplying generators and/or batteries with 8-hour power duration as the preferred method of back-up power generation. If possible, the customer should maintain generator fuel capacity to provide power for at least 72 hours.

In those instances when our customers provide portable standby generators, the generators should be compatible with the ICP configuration, the configuration of the facility hookups, and approved by Securus. At a minimum, Securus suggests that all back-up power generation equipment should receive quarterly testing and maintenance.

Spare Parts and Inventory Requirements

Securus maintains an inventory of spare parts at our headquarters in Dallas, Texas, and has distribution agreements with multiple vendors to provide expedited national delivery service. The corporate headquarters in Dallas, Texas, maintains a standardized emergency recovery package of frequently used spare parts and equipment that will be available for shipment to support failure backup efforts at our customer sites. *Similar field spare parts kits are maintained by each of our technical field representatives located throughout the country.*

Response

Response operations will not begin until personnel safety can be assured. Emergency recovery operations are prioritized by critical facilities and equipment locations. The first priority is to recover maximum-security institutions and *institutions with high inmate phone usage. The preference of the customer is considered at all times.* Field and headquarters management will ensure that

responders are using all appropriate checklists and that the preparation for recovery operations are initiated within appropriate response guidelines.

Emergency Condition Declaration

Securus classifies disasters on a 1-3 level. Level 3 represents a moderate impact disaster and affects a small localized area. Level 2 represents a disaster that is high-impact and affects a more wide-spread area, which may include facilities. A Level 1 disaster represents catastrophic events that are extremely wide-spread or affect a specific region with many facilities and customers.

The regional field manager or his/her representative, or someone from the customer site, will contact the Securus headquarters to request a formal declaration of an emergency condition. Headquarters operations management will establish a conference bridge with the appropriate participants as soon as possible. If the information gathered from the call substantiates an emergency status, the emergency response level is determined; the following table defines the emergency condition levels:

Table: Emergency Response Condition Levels	
Condition Level	Response
Level 1	Full headquarters response and possible deployment of a Headquarters Response Team to the region to coordinate and assist local recovery efforts.
Level 2	Headquarters support will provide assistance to the local Recovery Team as required to obtain internal County support as necessary.
Level 3	The local Recovery Team will coordinate all recovery operations. Headquarters assistance beyond normal technical assistance should not be required.

Note: A level 3 declaration notifies headquarters of the seriousness of an ongoing recovery effort, and provides the necessary background information if the local response team lead requests an upgrade to a higher condition level.

Our corporate headquarters will open a new trouble ticket in our ticket tracking system, indicating the declared condition level and the date and time of the declaration. All open tickets pertaining to the ongoing emergency recovery effort will be linked to the new trouble ticket and closed to ensure that all recovery efforts are recorded against a single ticket number.

Post-mortem reports are completed for all declared emergency condition levels. Securus analyzes all post-mortem reports to advance our emergency recovery planning efforts.

Following the declaration of an emergency condition, the National Service Center will continue to notify the customer using established notification and escalation procedures.

Inmate Payphone System Failure Back-Up Escalation Plan

Emergency Contact Information

Securus will develop and maintain toll-free, 24-hour-a-day, 7-day-a-week emergency access phone number lists that will be readily available for use during an emergency situation. Contact information will be updated at regular intervals to ensure accuracy. The National Service Center will also maintain these emergency contact phone number lists and coordinate on a regular basis with field staff to ensure that all lists are accurate. In addition, Securus will develop relationships with local vendors who can support emergency recovery operations with the required services, supplies, and equipment.

Technical Support

Securus understands that throughout the duration of a critical event, our customers rely on our support to guide them with minimal loss of equipment and data. Qualified resources will be available to assist the County. These resources include more than 150 full-time field technicians who can deploy nationwide, and a full list of contacts—up to and including Securus executives.

We also realize that during a disaster, it may be even more important that inmates and detainees can stay in contact with their friends and family. To support these end users, Securus maintains two call centers in Dallas and Mexico that can continue call processing, even if there is a failure at one location.

Equipment Access during Recovery Operations

Securus field staff will contact all appropriate local and state facility management officials and customer representatives to ensure that Securus employees will have access to equipment locations during post-failure back-up operations.

Mutual Aid Agreements and Vendor Contracts

All Securus departments will provide emergency equipment, repair parts, and repair personnel as necessary to perform recovery operations after a natural disaster or emergency condition. Vendors may be contracted to supply repair parts and repair personnel, or perform other essential functions. However, Securus' central warehouse will be prepared to conduct failure back-up operations autonomously, making assets available through next-day and/or two-day delivery into the area.

Coordination

Coordination of all declared emergencies will depend on the emergency level. Field staff will coordinate the emergency response to all level 3 conditions. Headquarters will provide assistance at the request of field management for Level 2 emergency conditions, and will coordinate all Level 1 emergency efforts.

The field management team will develop mutual agreements with other Securus regions in the country or with vendors to supply resources, equipment, or manpower. Additional equipment and personnel may not arrive for several days, depending on available transportation, condition of the roadways and airports, and other factors, therefore, field management will not delay the decision to ask for assistance from other sources.

Mobilization

Mobilization of a Headquarters Response Team, if necessary, will depend on need, as determined by the headquarters and field management.

The Headquarters Response Team will be dispatched from Dallas as soon as possible to assist field recovery efforts. However, field staff will begin recovery operations without delay.

Emergency Response Teams

Securus will form the following teams to respond to declared emergency conditions. These teams will include subject matter experts and necessary support staff.

Table: Emergency Response Teams	
Team	Manning and Responsibility
Field Local Recovery Team	Plans and directs local recovery operations. Staffed by field staff personnel only.
Headquarters Support Team	Provides technical support and assistance to local recovery teams. Staffed cross-functionally, as required.
Headquarters Response Team	Deployed to Securus local markets to assist local recovery operations. The Headquarters Response Team is staffed by subject-matter experts and led by headquarters operations management.

Recovery

Recovery operations may last several hours, several days, several weeks, or longer. Field staff will continue recovery operations until critical inmate calling functions have been recovered and Securus can restore phone service operations to normal call and data transmission capability. Senior Securus management will, at that time, recall the Headquarters Response Team and field staff will return to normal operation. Recovery operations may still continue but emergency operations are no longer necessary and are not cost effective to maintain.

Throughout emergency recovery operations, the headquarters and field staff record all recovery actions. Following the resolution of emergency response operations, all recovery teams and appropriate management submit pertinent information and comments to be included in the Post Mortem report.

FEATURES

Covert Alert

The Secure Call Platform (SCP) is equipped with a manual and automated call-forwarding feature for those dialed numbers, telephones or inmate PINs that are under surveillance by the investigative unit. In addition to manually forwarding a call, the Covert Alert feature allows authorized personnel to assign multiple direct dialed telephone numbers for remote monitoring of these areas of surveillance. A PIN is assigned to the remote monitored call allowing secure and safe investigative access. As a bonus, an email can be assigned to the same area of surveillance that will notify the investigator of the date, time, inmate PIN, originating telephone and dialed number immediately after the call is accepted by the called party. Covert Alert is part of Securus' base investigative set of tools specifically designed to help facility investigators solve more crimes and is offered at no cost to BSO.

Base Investigative Features

Offered at no additional cost to BSO to prevent and solve crime, investigators need accurate and timely intelligence that allows them to quickly and easily gather intelligence about suspicious persons and events. Securus' Base Investigative Features provides investigators with anywhere, anytime access to a wide array of data sources and intelligence tools. Investigators use this feature set to quickly and easily access, analyze, and save call recordings and other associated information. Investigators can use tools to develop a complete inmate profile to help identify links and associations to persons, incidents, and activities.

Participating facilities must have the following to access Securus' Base Investigative Features v 2.4 or later:

2. PC with:
 - a. Internet Explorer 6.0 or 7.0
 - b. High speed Internet access with Windows 2000/XP
2. S-GATE client license and associated user ID and password

Officer Check In (Optional)

One of the newest optional features available in the SCP is the Officer Check-In feature. The SECURUS SCP is quite flexible in allowing officers to "check in" from any telephone. Each officer is provided a unique PIN, as well as a personalized mailbox to record an observation during duty rounds. All information can be obtained simply by generating a report for a single officer PIN or a group of officers by selecting Officer Check-in report module. Once the report is generated, personalized messages can be retrieved by authorized personnel from any workstation with access to the SECURUS S-GATE secure Website.

The following figure is proprietary and confidential.

Officer Check In Messages Results

(Use * for wild card / partial searches)
 Hide Criteria

FILL IN SEARCH CRITERIA (* indicates required fields)

Account #	PIN:	Officer ID: 3838383	User Name:
First Name:	Last Name:	Call Status: Complete	
Results per page: 10	Start Date: 06/01/2009 00:00:00	End Date: 06/30/2009 23:59:59	
Format: mm/dd/yyyy HH:mm:ss		Format: mm/dd/yyyy HH:mm:ss	
Reset		Search	

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Site	Phone Lot	First/Last Name	User Name	Account/PIN	Officer ID	Dur.	Call Status	Message Date/Time
Securus Demo Site	LP 16	Ken Burns	Lburns	POC1123 5555	3838383	4.3 (s) 0.72(m)	complete	06-24-2009 02:39:56

Remote Call Forwarding Detection

SECURUS leads the industry in fraud detection and prevention and is pleased to offer RCFD (Remote Call Forwarding Detection) specifically designed for the SCP (Secure Call Platform) proposed in this response. Our RCFD solution provides the ability to immediately terminate a call in real time if it detects that a called party's telephone number is call forwarded to another telephone number. As an added feature, SCP may be configured to not terminate the call, but simply make a "notation" in the database on the specific inmate's call if false disconnects are a concern. The S-Gate secure website provided by SECURUS allows authorized users the ability to create Call Detail Reports for those RCFD calls by selecting the "RCF" flag or using the specific termination code "Call Forwarding Detected" as shown in the graphic below.

The following figure is proprietary and confidential.

Call Detail Records Search

(Use * for wild card / partial searches)

FILL IN SEARCH CRITERIA (* indicates required fields)

Country Code:	Dated Number:	Destination Zone: -- ALL --	
Custody Account #:	PIN:	Prepaid Account #:	
First Name:	Last Name:		
Termination Category: Call Forwarding Detected	Blocked Reason: -- ALL --		
Call Type: -- ALL --	Call Status: Complete		
International: <input type="checkbox"/> Watched: <input type="checkbox"/>	Private: <input type="checkbox"/> 3-Way: <input type="checkbox"/>	Voice Biometrics: <input type="checkbox"/>	
		RCF <input checked="" type="checkbox"/>	
Date Criteria: Date/Time Range	Results per page: 10		
Start Date/Time: 06/29/2009 00:00:00	End Date/Time: 06/29/2009 23:59:59		
Format: mm/dd/yyyy HH:mm:ss		Format: mm/dd/yyyy HH:mm:ss	
Reset		Search	

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Messaging – Voicemail

Securus is one of the only inmate communications vendors to provide secure voicemail opportunities as an option to the facility. Voicemail opens up a new path of communication, as well as new investigative opportunities for the facility. In addition, inbound voice mail contact provides a new revenue source for incoming calls and is offered at no additional cost to BSO.

How the System Works

Secure messages are left by any caller who has a voice mail account using the existing calling platform. Voicemail messages can be left for individual inmates or for multiple inmates in multiple facilities.

Inmates can access messages from any approved inmate phone. The system creates a secured password protected account for specific (facility approved) inmates

System Security

Since Messaging runs on the Securus SCP, facilities have the same control of recording and monitoring as with their voice telephone system.

Voicemail messages can only be accessed by the inmate, the sender, and approved facility personnel

Increased Investigating Capabilities

Messaging provides investigators with the same recording and monitoring capabilities as any call. However, with the friends and family members' new capability to call in and leave a message, investigative possibilities are increased substantially.

Hardware/Software Requirements

There is no need for a computer; messaging is handled the same as a call on the facility's SCP call management system

For more information, please refer to Attachment 9—Optional Features.

Electronic Mail

Service Overview

Offered at no cost to BSO, JPay's electronic messaging service is built to provide a modern day email application in the prison environment. The service is designed to convert at least half of incoming physical mail into electronic messaging. This reduction in physical mail will reduce operational costs and limit the amount of contraband entering the facilities. In addition, electronic messaging provides unparalleled security and intelligence capabilities that greatly simplify and enhance the work of security personnel.

How It Works

Friends and family (herein referred to as "Customers") use the JPay website (www.JPay.com) to write electronic messages. Customers can also add attachments to their message and a response page for the inmate to respond to the Customer. Soon, Customers will be able to compose messages using their cell phones via SMS (short messaging system).

The messages are processed and made available for review on JPay's online "Facility System." From here, BSO staff can review, approve, hold, deny or return messages to the Customer.

Mailroom staff prints approved messages. If a response page is printed with the message, the inmate fills out the response and returns it to the mailroom for scanning.

Response pages are scanned by mailroom staff using a JPay terminal consisting of a computer and printer/scanner. An inmate's response is processed and made available for review on the Facility System. BSO staff can review, approve, hold, deny or return response pages to the inmate.

For more information, please also refer to Attachment 6—JPAY.

Guardian (Optional)

Securus offers the GUARDIAN inmate Management System to help facilities protect their site and staff by providing one of the most inclusive inmate management systems in the industry. Combining three products in one—guard tour, jail management, and an ultra durable communication device—the GUARDIAN system automates a wide range of documentation and reporting requirements.

Endorsed by the National Sheriffs' Association, Securus' clients enjoy a complete, next-generation inmate management system, designed to strengthen a facility's compliance with jail standards, defensibility, and productivity.

GUARDIAN's suite of corrections applications provides facilities with dozens of premium features and capabilities, such as the automation of medication administration records (MARs).

Touch-screen logging to the Six Core areas of sound corrections management:

- **Cell Checks**
- **Inmate Transports (Out of Cell)**
- **Supplies**
- **Standing Headcounts**
- **Meals**
- **Recreation provide easy to use access to core areas**

In addition, the Guardian system also helps facilities strengthen their legal documentation and reporting requirements, while empowering users to work smarter and more efficiently.

Built upon a world-class service-oriented architecture, GUARDIAN's Web-based software delivers software as a service and is powered by Microsoft SQL Server®. The system is built to integrate with the facility's existing jail and records management system, creating additional value and capabilities to the facility's existing JMS.

The following features are just a few of the benefits that the GUARDIAN system offers:

- **Powerful and easy to use**
- **Total System Customization Capabilities**
- **System Alerts & Notifications**
- **Full Wireless Support**
- **Preventative Maintenance**
- **Wireless Wristbands**

For more information, please refer to Attachment 9—Optional Features.

Pawn Data Network—*beta only*

Securus' QUANIX/BWI Pawn Data Network (PDN) provides the first investigative tool that helps law enforcement solve crimes for little or no cost that generates revenue. The QUANIX/BWI system links all area pawnshops directly to the investigator to provide facilities with a robust set of intelligence tools to link stolen items to criminals. Some of the advanced features of the QUANIX/BWI PDN include:

- Frequent Customer flags
 - Dollar limits
 - Frequency limits
 - Multi-store alerts
 - Cross-jurisdictional alerts
- Photo of each item and individual
- Association capabilities
 - Phone numbers
 - Addresses
 - Investigator links
 - Identification
 - DL number
- Technology to aide law enforcement
 - Real-time flagging options
 - Email notification
 - Biometrics
 - Photo
 - Fingerprint

PDN is one of the only pawn programs with full automated access to the NCIC database for cross-reference on more than 10 million records and 24 million criminal history records. In addition, PDN provides investigators with the only link to the SIRAS cross-reference capabilities.

The fee to the law enforcement agency for this program is \$500 per pawnshop, per year for all pawnshops in the law enforcement agency's jurisdiction. However, QUANIX offers Fee Defrayal Programs that can defray all facility costs.

Pawn Data Network will be offered at no additional cost to BSO.

For more information, please refer to Attachment 9—Optional Features.

3-D Facial Biometrics Visitation System

The QUANIX 3-D Facial Biometric Identification System is the only facial biometric system that converts a major cost center into a major new revenue center. The visitation area of a facility requires tremendous resources, heightened security

and significant labor. This creates a heavy demand on facility budgets. Visitation patterns, tracking and ID verification are tasks that can challenge even the most efficient operation. Eliminating a cost center is a major accomplishment for any facility. Converting any cost center into a revenue producer is unheard of. The QUANIX 3-D Fast Pass™ program is designed to do just that.

REVENUE

QUANIX Fast-Pass lanes generate income to the facility from fees charged to participating visitors for the convenience of bypassing the long waits typical of many facility visitation areas.

LABOR

QUANIX Fast-Pass lanes automate and manage the entire visitation process, reducing the labor demands on the facility.

SECURITY

Because the system positively identifies, performs background checks", tracks and records all visitation activity, the facility's security and investigative capabilities are greatly enhanced.

Full system automation is achieved with integration of the facility's JMS 2Q1/10.

POSITIVE IDENTIFICATION

Each Fast Pass System is equipped with the industry's only 3-D Facial camera, which provides facilities with an ironclad system that positively identifies, tracks and manages all visitation activity

REGISTRATION

On their initial visit, participants register for the Fast Pass Program without the need for staff intervention.

The system:

- Photographs the visitor
- Performs a background check '
- Matches the visitor with an inmate in the facility

Automatically inserts the visitors name into the visitation Queue

1. QI/10
2. Full system automation achieved with integration of the facility's JMS

FOLLOW UP VISITS

On all subsequent visits, participants need only have the system's advanced 3-D cameras take their picture. A positive identification will be made, the supervising officer will be notified and the visitation will be scheduled, logged and tracked.

GUARANTEED SPEED

To assure speed of entry, QUANIX Fast-Pass participants are always placed at the top of the visitation queue.

SECURITY & REPORTING

The QUANIX Visitation System provides a time and date stamp, along with a 3-D photograph of every visitor. Standard reports show visitor name and information as well as inmate visited. Customized reports can be created to include cross-

facility visitation patterns between multiple facilities. With the insertion of ALL visitors into the system, the QUANIX Visitation System becomes the facility's primary repository of all visitation activity.

For more information, please refer to Attachment 9—Optional Features.

3-D Facial Biometrics Booking & Release System

SECURITY & REPORTING

QUANIX will place a 3-D camera system in your booking and release areas to photograph all incoming and outgoing inmates. The 3-D camera system can be integrated with your JMS to provide a single photo ID. Positive identification will be achieved upon release by comparing the release photo with the booking photo. The Booking and Release Report will document and time stamp all staff input at the time of booking and release (i.e. arrest information). Arresting officers will have the ability to track prior arrests and use of aliases across multiple facilities.

Laboratory and in the field-testing provides assurance that the 3-D system is one of the worlds most accurate systems available. With an NIST (National Institute for Standards and Technology effectiveness rating of 99.2%, 3-D Facial Biometrics is one of the most accurate identification systems available today. TSA testing results provided ZERO FALSE POSITIVES in 538 attempts .TSA Testing Labs declared the 3-D system as "the most forensically correct technology.... Declared "Unspoofable".

For more information, please refer to Attachment 9—Optional Features.

EXHIBIT B
CONTRACTOR'S SYSTEM ADMINISTRATOR'S DUTIES

Job Summary:

Administration of inmate telephone/computer systems allowing for smooth running operation and accurate record keeping. Troubleshoot and replace system cards, modems and test phone lines. Produce daily, weekly and monthly reports from DOS documenting inmate calling traffic. Act as a primary contact for the facility utilizing excellent customer service skills to resolve complaints from inmates/facility. Back up calling information daily on disks. Some travel required.

Major Responsibilities:

- Troubleshoot and replace system cards, modems
- Test phone lines
- Produce daily, weekly, monthly reports from DOS and analyze these reports
- Act as a primary contact for T-NETIX at the facilities to resolve complaints
- Back up inmate calling activity daily on disk

Minimum Qualification:

- Ability to work with little or no supervision
- Knowledge of DOS applications and ability to run computer-generated reports
- Customer service skills and conflict resolution skills
- Excellent verbal and written communication skills
- Data entry skills
- Ability to identify and correct problem system cards, modems and phone lines

EXHIBIT C TRAINING

- CONTRACTOR will provide system training for designated SHERIFF's personnel, covering the complete system and system user guide. All training will be provided by employees of CONTRACTOR.
- CONTRACTOR will provide on-site or classroom training for various levels of SHERIFF's staff. CONTRACTOR will provide Instructor-lead training and On-the-job training which emphasizes hands on demonstrations to familiarize participants with the ComBridge System. The courses are designed to encourage participants to practice the skill necessary to perform their daily functions on the ComBridge System. The primary courses for field users will be Phone System Administration and Phone System Monitor.
- Course Objective: At the end of the training module, participants will be able to perform the functions necessary to the basic operation of the Inmate Call Control System, including the completion of extensive hands on practice with the Windows-based user interface.

Course Outline

Part I - Phone System Administrator (PSA)

Introduction - Overview of PSA functions and features

Number Attributes/Features - Controls telephone numbers dialed by inmates and includes the following functions:

- How to access an inmate's number
- Using the tabs on the number window
- Find/add a telephone number
- Revising the properties of a telephone number.

Account Editor - Used to maintain control over the telephone numbers that are dialed by each inmate, and include the following functions:

- Inmate Restrictions
- Call Blocking
- Call Recording
- Setting Alarms for specific numbers

- Setting the language option
- Viewing changes/revisions to an inmate's account

Maintenance - Used to set up and maintain the block codes and reason codes used by the PSA program, and includes the following functions:

- How to access the maintenance, block code, and reason code functions
- Understanding and using the tabs for the maintenance, block code, and reason code functions
- Find/add a block code or reason code
- Review/revise the properties of a block or reason code

Security - Used to maintain control and determine security for users who will be able to access the PSA program, and includes the following functions:

- How to access the security function
- Using the security window tab
- Find/add a user account
- Review/revise the properties of a user account

Part II - Phone System Monitor (PSM)

Introduction - Overview of PSM Functions and Features

Using the Tabs in the PSM - Understanding how to use all the tabs within the PSM.

Viewing Port Details - How to review the current status of any port within the inmate facility after logging into the PSM.

Disconnecting an Individual Port or All Ports - How to disconnect an individual port or all ports using a convenient popup menu available on the Status tab.

Sorting the Ports by Location/Trunk - Understanding how ports can be displayed on the Status tab either by location or by trunk.

Reviewing and Acknowledging Alarms - Explanation of how the ports that have triggered alarms can be reviewed and the alarms acknowledged within seconds after logging into the PSM.

Set up and/or Changing Profile Configurations - Accessing the information that is displayed on the Status and Alarm tabs of the PSM, and understanding how to customize the requirements of each individual user.

EXHIBIT D
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and

including termination; and/or

- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Robert Pickens
 (Vendor Signature)

T-Netiv Telecommunications Service, Inc
 (Company Name)

Robert Pickens
 (Print Name)

14651 Dallas Parkway, Dallas TX, 75254
 (Address)

State of Texas

County of Dallas

The foregoing instrument was acknowledged before me this 5th day of August, 2010 by Robert Pickens as Chief Marketing Officer (title) of

T-Netiv Telecommunications Service known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Cindy A. Carey
 (Signature)

CINDY A. CAREY
 (Print Name)

My commission expires: 9-7-2013



EXHIBIT E REPORTS

CONTRACTOR shall provide a monthly detail call report indicating usage of each telephone unit by call including, but not be limited to, Total Minutes of Usage, total revenue of all calls, amount of network access, date, and time of day call was placed by Inmate. Sample reports are included in T-Netix's response to Broward Sheriff's Office in RFP #0-R-05-SK BSO shall have the right to request any reasonable report related to the services provided pursuant to this Agreement.

- At the request of SHERIFF, CONTRACTOR shall provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include, at a minimum, origination number, destination number, type of call (Local, Intralata, Interlata/Intrastate or Interstate), # minutes of call, reason for disconnect and total billed revenue. SHERIFF and its employees may at any time have access to view real-time data and all records concerning this contract along with the ability to print reports and/or screen dumps.
- The system shall be capable of producing detailed and summary reports, which reveal inmate phone activity, such as telephone numbers called by more than one inmate.
- Call Detail Reports may be customized by varying search criteria such as date range, facility, or call length. These reports may be done on an as-needed basis by the SHERIFF or remotely by CONTRACTOR. If the scope of the report falls outside of what the ComBridge System is currently capable of producing, a time and materials charge will be assessed based on the scope of the report needed. CONTRACTOR is willing to design a report based on SHERIFF's need.
- OAN generates several reports. All reports are available through OAN's PROACT system. This is an electronic system by which all reports can be downloaded directly by SHERIFF's personnel. This is currently available to SHERIFF. Training by CONTRACTOR's personnel is available with 30 days advance notice.
- Call Detail Records: CONTRACTOR will provide monthly correct and accurate call detail and management reports for all calls placed for inmate phones. The ComBridge System will have a dedicated reports writer that provides all of the information required based on the Call Detail Records. This sophisticated reporting tool will provide routine scheduled reports, or reports on an ad hoc basis. The System will be capable of searches and call detail analysis on all calls placed from each inmate telephone through the System which includes date, time and duration, telephone number or origination and destination, if utilized, inmate ID, and reason for termination. Call details will be kept on all call attempts, except those to blocked numbers. Sample copies of detail and management reports are located in T-Netix's responses to Broward Sheriff's Office in RFP #0-R-05-SK.

Standard Reports

Report Title	Description
Call Detail Report (CDR)	Allows the user to define the search criteria to limit or expand the report output.
3-Way Call Disconnect	Identifies the number of 3-way calls attempted and activity.
Concurrent Dialing Report	The facility may query this report by facility, then phone number to find the activity concurrently occurring at any facility or pod.
<i>Frequently Called Number Report</i>	Alerts investigators to dialing trends of the inmates.
Number Report	Details specific calling restrictions and alarm levels placed on area codes, blocked numbers and class of service.
Account History*	Allows sorting by many different criteria, including facility and search ranges for the account and last name.
Account Summary Report*	Just as the name describes, this is a summary report of account activity.
Account Summary Report*	Just as the name describes, this is a summary report of account activity.
Account Detail Report*	By account, last name, or phone numbers, this report provides the detailed activity of the facility.
Call Volume	Displays information about the use of individual inmate

Report Title	Description
	telephone ports. The report may be used to track use of telephones by location, call type, total usage. Call Volume can be displayed in detail by individual telephone port or in <i>summary</i> .
Source Number Service Hours	Displays the time of the first and last call from each telephone in a given facility. This report may be used to isolate telephone problems and to track actual hours of usage for individual telephones.
3-Way Attempts Terminated by Digital ComBridge	Displays a list of the calls that were terminated because the called party attempted to 3-way another party into the conversation.
<i>Call Volume Statistics</i>	Displays the total number of calls for each call type. The report includes attempts, connects, accepts, and <i>3-way information</i> .
<i>Top 25 3-Way Destination Numbers</i>	Displays a list of the twenty-five most frequently dialed 3-way destination numbers.
Daily Volume	Displays the total number of attempted, connected, and accepted telephone calls by date for each facility.
Hourly Volume	Displays the number of telephone call attempts, connects, and accepts for each hour. The report may be used to identify and manage peak calling

Report Title	Description
	hours for the facility.
Phones in Use	Displays a list of the telephones in a facility that were used during a specified date/time range and indicates the number of telephone call attempts placed from each. This report may be used by the facility or NSC to monitor broken or non-functioning telephones and may alert them to a service need for an individual telephone.
Empty Phones	Lists the locations of the phones within the facility that were not used during a specific date range.
CDR – II*	Displays the call detail report information for each telephone call. The CDR report may be narrowed to a single facility or inmate, to a specific time and date range, to a certain dialed number, etc. CDR-II is different from CDR-I in that it adds the inmate details to each record. This provides the user with additional filtering and search criteria options.
Inmate Calling List*	Displays a list telephone numbers on the inmate's calling list. The name of the called parties, the relationship between the inmate and called party, and the status information is also

Report Title	Description
	available.
Numbers Called by More Than One Inmate*	Lists the telephone numbers that more than one inmate has called in a given period of time. The report displays a list of the numbers along with the call detail information for each call to the number. Numbers Called by More than One Inmate can be displayed in detail by individual telephone number or in summary.
Phone Numbers Assigned to More Than One Inmate*	Provides a list of phone numbers that more than one inmate is allowed to call. The report lists each phone number assigned to more than one inmate, each inmate's full name and account number, the phone number activation date, the owner of the phone, the owner's relation to the inmate, and the inmate's facility.
Unused Inmate Account Numbers*	Provides a list of the inmates who made no calls during the specified date/time range.
Calls by Account*	Displays a list of all telephone calls by inmate. The report also indicates the total attempts, connects, accepts, and denied telephone calls for each inmate. Calls by Account can be displayed in detail to show each number dialed for each inmate or in summary.
Inmates Using	Displays a list of inmates

Report Title	Description
Multiple Phones*	who have used more than one telephone within the correctional facility to place telephone calls.
Top 25 Inmates Attempting 3-Way Calls*	Displays a list of the twenty-five inmates who have attempted the most 3-way calls in a given <i>time period</i> .
Inmate Account List*	Displays a list of the entire inmate accounts in the database. The user can see the inmate's name, account number, and facility.
Security Audit Report	Lists the changes made to the accounts of the people allowed to use Digital ComBridge applications such as PSA, DRS, or PSM. The data can be grouped by the date the changes were made, or the user affected by the change, or the application, or the facility where the user works. The report lists the date and time of the change, the reason for the change, the facility, the user affected by the change, the <i>old value</i> of the item changed (passwords are shown as *****), the new value of the item, and additional information that the system adds to the audit record.
Number Dialed Usage*	Displays a list of all telephone numbers that have been dialed from the facility. You can also

Report Title	Description
	see the name of the inmate who placed the call, the date and time, location, and duration for each call that was placed to the number.

- * These reports are only available to sites that require inmates to use PIN numbers.
- *Export Capabilities.* CONTRACTOR's ComBridge System also includes an Export feature that is used to save the desired report as a file to a specified destination, in a specified format. Reports may be saved to a variety of destinations. This feature allows for fast and convenient access to reports for future retrieval or sharing.
- The reports created by Digital ComBridge may be stored in many different formats. Most common file formats are supported. Supported formats include Microsoft Word, Microsoft Excel, Word Perfect, and HTML. The Export feature allows you to use the reports you create with Digital ComBridge in word processors and other office automation tools that you are using today. In addition, reports may easily be published on your facility's web page. Reports may be produced on-site at the workstation or remotely by T-NETIX.
- The system shall be capable of producing detailed and summary reports, which reveal inmate phone activity, such as telephone numbers called by more than one inmate.

EXHIBIT F

PRODUCTS AND SERVICES

Qty	Prod #	Description	List Price	Extended List Price	Unit Price	Est Price	Discount	Avail	Product Line	Product Class	Warranty Code
1	AF002A	HP Universal Rack 10642 G2 Shock Rack	\$1,489.00	\$1,489.00	\$1,275.00	\$1,275.00	14.37%	1 day	SI	HW	52
1	AF002A	Factory Express Base Racking	\$300.00	\$300.00	\$255.00	\$255.00	15.00%	1 day	SI	HW	NA
1	AG637B	HP EVA4400 Dual Controller Array	\$7,355.00	\$7,355.00	\$3,825.00	\$3,825.00	47.99%	2 days	LM	HW	7P
4	AG638B	Factory integrated						3 days	LM	HW	NA
4	AG638B	HP M6412-A Fibre Channel Drive Enclosure	\$4,325.00	\$17,300.00	\$2,250.00	\$9,000.00	47.98%	2 days	LM	HW	7C
4	AG638B	Factory integrated						3 days	LM	HW	7C
48	AJ872B	HP StorageWorks EVA M6412A 600GB 15K Fibre Channel Hard Disk Drive	\$3,010.00	\$144,480.00	\$1,410.00	\$67,680.00	53.16%	3 days	LM	HW	7E
48	AJ872B	Factory integrated						3 days	LM	HW	7E
2	AG638B	HP M6412-A Fibre Channel Drive Enclosure	\$4,325.00	\$8,650.00	\$2,250.00	\$4,500.00	47.98%	2 days	LM	HW	7C
2	AG638B	Factory integrated						3 days	LM	HW	7C
24	AJ872B	HP StorageWorks EVA M6412A 600GB 15K Fibre Channel Hard Disk Drive	\$3,010.00	\$72,240.00	\$1,410.00	\$33,840.00	53.16%	3 days	LM	HW	7E
24	AJ872B	Factory integrated						3 days	LM	HW	7E
2	252663-D72	HP 24A High Voltage US/JP Modular PDU	\$299.00	\$598.00	\$255.00	\$510.00	14.72%	1 day	SI	HW	52
2	252663-D72	Factory horizontal mount of PDU						1 day	SI	HW	52
1	AF074A	HP Rack Grounding Kit	\$69.00	\$69.00	\$60.00	\$60.00	13.04%	5 days	SI	HW	NA
1	AF074A	Factory integrated						5 days	SI	HW	4U
1	AF062A	HP 10K G2 600mm Stabilizer Kit	\$229.00	\$229.00	\$195.00	\$195.00	14.85%	1 day	SI	HW	4U
1	AF062A	Include with complete system						1 day	SI	HW	NA
1	AF054A	HP 10642 G2 Sidepanel Kit	\$359.00	\$359.00	\$310.00	\$310.00	13.65%	1 day	SI	HW	4U
1	AF054A	Factory integrated						1 day	SI	HW	4U
1	T5497B	HP Command View EVA4400 Unlimited SW LTU	\$13,000.00	\$13,000.00	\$6,760.00	\$6,760.00	48.00%	1 day	LM	SW	NA
1	HA110A5	HP Sy Support Plus 24 SVC	\$3,280.00	\$3,280.00	\$2,245.00	\$2,245.00	31.55%		72	ES	NA
1	HA110A5	EVA4400 Dual Ctrl JW Supp	\$567.00	\$40,824.00	\$390.00	\$28,080.00	31.22%		R8	ES	NA
1	HA110A5	EVA 450-1TB HDD HW Supp	\$10,314.00	\$10,314.00	\$7,055.00	\$7,055.00	31.60%		R8	ES	NA
1	HA110A5	CV EVA Utilim LTU SW Supp	\$1,514.00	\$9,084.00	\$1,035.00	\$6,210.00	31.64%		R8	ES	NA
1	T5505E	EVA M6412A FC Drive Enclosure Support	\$125.00	\$125.00	\$65.00	\$65.00	48.00%	2 days	LM	SW	NA
1	T5505E	HP Smartstart for EVA V3.1 Media Kit	\$95.00	\$95.00	\$70.00	\$70.00	26.32%	3 days	1Y	HW	7E
4	AJ836A	HP 5m Multi-mode OM3 LC/LC FC Cable		\$380.00		\$280.00					
											\$172,145.00

EXHIBIT H
CONFIDENTIALITY AGREEMENT

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an Agreement with T-NETIX Telecommunications Services, Inc., ("T-NETIX") wherein T-NETIX will be performing certain work and services for SHERIFF.

WHEREAS, T-NETIX has assigned _____ to perform such work on behalf of T-NETIX;

WHEREAS, when performing such work and providing such services _____ may be required to use software programs and application licensed to SHERIFF by third parties and which may be subject to confidentiality agreements and disclosure restrictions, and

WHEREAS, when performing such work and providing such services _____ will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF's using _____ to perform services and for other good and valuable consideration _____ agrees as follows:

I. Acknowledgment of Confidentiality. _____ hereby acknowledges that _____ may be exposed to confidential and proprietary information of other vendors and providers of software and of SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by _____; (ii) information in the public domain through no wrongful act of _____, or (iii) information received by _____ from a third party who was free to disclose it.

II. Covenant Not to Disclose. With respect to the Confidential Information, _____ hereby agrees that during the term of rendering services or performing work and at all times thereafter _____ shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on

the respective dates under each signature. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

T-NETIX EMPLOYEE



Employee Signature

8/4/2020
Date



ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 10/07/2008		
PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA PHONE (866) 283-7122 FAX (847) 953-5390				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED T-Netix, Inc 2155 Chenault Drive Suite 410 Carrollton TX 75006 USA				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A		0005PT	
				INSURER B		19070	
				INSURER C		20621	
				INSURER D		20648	
				INSURER E		27154	
COVERAGES SIR May Apply							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED							
CLASS	ADDITIONAL CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT ATTACHES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROGRAM <input type="checkbox"/> LIMIT	711010856	09/09/08	09/09/09	EACH OCCURRENCE	\$1,000,000
						PER ANNUAL POLICY PERIOD	\$1,000,000
						PER OCCURRENCE	\$10,000
						PER ANNUAL & OCCURRENCE	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PER ANNUAL OCCURRENCE	\$1,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL TRUCKS AUTO <input type="checkbox"/> SPECIALIZED AUTO <input type="checkbox"/> HOBI AUTO <input type="checkbox"/> NON-OWNED AUTO	711010856 All Other States 1E13729/0609	09/09/08	09/09/09	PER ANNUAL OCCURRENCE (per auto)	\$1,000,000
D			NA	09/09/08	09/09/09	POLICY LIMIT	
E			753021274 TX	09/09/08	09/09/09	PER ANNUAL OCCURRENCE (per auto)	
						PER ANNUAL OCCURRENCE (per auto)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PER ANNUAL OCCURRENCE	
						PER ANNUAL OCCURRENCE	
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> UNLIMITED <input type="checkbox"/> REQUESTED				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY LEASELINES / PARTNERS - EXCLUSIVE CERTIFIED MEMBER EXCLUDED Note: does include FEDERAL PROVISIONS below	HCUB/262C29008	08/09/08	09/09/09	<input checked="" type="checkbox"/> NO STATE REQUIREMENTS <input type="checkbox"/> OTHER STATE REQUIREMENTS	\$1,000,000
						PER ANNUAL OCCURRENCE	\$1,000,000
						PER ANNUAL OCCURRENCE	\$1,000,000
A		OTHER EMPLOYERS' LIABILITY	W153XX08PNPT	08/09/08	09/09/09	PER ANNUAL OCCURRENCE	\$1,000,000
						PER ANNUAL OCCURRENCE	\$150,000
<small>THIS CERTIFICATE IS NOT A CONTRACT. IT IS SUBJECT TO THE POLICY TERMS, CONDITIONS, EXCLUSIONS AND LIMITS THEREOF. THIS CERTIFICATE IS NOT A CONTRACT. IT IS SUBJECT TO THE POLICY TERMS, CONDITIONS, EXCLUSIONS AND LIMITS THEREOF.</small>							
This certificate applies only with respects to the insured's operations during the policy period referenced above. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.							
CERTIFICATE HOLDER Broward Sheriff's Office Attn: Risk Mgmt & Contract/Lease Mgr 2601 W. Broward Blvd Fort Lauderdale FL 33312 USA				CANCELLATION THIS POLICY OR THE ABOVE COVERAGE AND THE COVERAGE AFFORDED HEREUNDER SHALL BE SUBJECT TO THE CANCELLATION PROVISIONS OF THE POLICY. THE POLICY OR THE ABOVE COVERAGE AND THE COVERAGE AFFORDED HEREUNDER SHALL BE SUBJECT TO THE CANCELLATION PROVISIONS OF THE POLICY. THE POLICY OR THE ABOVE COVERAGE AND THE COVERAGE AFFORDED HEREUNDER SHALL BE SUBJECT TO THE CANCELLATION PROVISIONS OF THE POLICY.			
				ATTEST: <i>Aon Risk Services, Inc. of Florida</i>			
ACORD 25 (2001/08)				ACORD CORPORATION 1988			

Holder Identifier: Certificate No.: 570030938911