## CONTRACT AMENDMENT BETWEEN

## THE DEPARTMENT OF CORRECTIONS

#### AND

# SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY, T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and T-Netix Telecommunications Services, Inc. ("Contractor") to provide Statewide inmate telephone services.

This Amendment:

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- Revises Section III., A., COMPENSATION to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table; and
- Revises Section IV., B. Department's Contract Administrator.

Original contract period:

September 25, 2007 through September 24, 2012

In accordance with Section V., <u>Contract Modifications</u>; the following changes are hereby made:

1. Section III., A., COMPENSATION, is hereby revised to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table read:

#### **III. COMPENSATION**

A. Payments and Invoices

The Department established a fixed "to connect" surcharge for service delivery of its ITS. The "to-connect" surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

#### **COLLECT CALL SURCHARGE:**

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

| TYPE OF CALL        | "TO CONNECT"<br>SURCHARGE | RATE PER MINUTE |
|---------------------|---------------------------|-----------------|
| Local Extended Area | \$.50                     | \$0.00          |
| Inter-lata          | \$1.20                    | \$0.04          |
| Intra-lata          | \$1.20                    | \$0.04          |
| Interstate          | \$1.20                    | \$0.04          |



## PREPAID CALL SURCHARGE:

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

| TYPE OF CALL        | "TO CONNECT"<br>SURCHARGE | RATE PER MINUTE |
|---------------------|---------------------------|-----------------|
| Local Extended Area | \$.50                     | \$0.00          |
| Inter-lata          | \$1.02                    | \$0.04          |
| Intra-lata          | \$1.02                    | \$0.04          |
| Interstate          | \$1.02                    | \$0.04          |

# COIN OPERATED TELEPHONES:

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONE service at the following surcharges and rates:

| TYPE OF CALL        | "TO CONNECT"<br>SURCHARGE | RATE PER MINUTE |
|---------------------|---------------------------|-----------------|
| Local Coin          | \$.50                     | \$0.00          |
| Local Extended Area | \$.50                     | \$0.00          |
| Inter-lata          | \$1.20                    | \$0.04          |
| Intra-lata          | \$1.20                    | \$0.04          |
| Interstate          | \$1.20                    | \$0.04          |

- 2. Section IV., B. Department's Contract Administrator, is hereby revised to read:
  - B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Robert E. Staney, Chief Bureau of Procurement & Supply Department of Corrections 2601 Blair Stone Road Tallahassee, Florida 32399-2500 Phone: (850) 488-6671 Fax: (850) 922-5330 Email: <u>staney.bob@mail.dc.state.fl.us</u>

The Contract Administrator will perform the following functions:

- 1. Maintain the official Contract file;
- 2. Process all Contract amendments, renewals, and termination of the Contract; and
- 3. Maintain the official records of all formal correspondence between the Department and the Contractor.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

## CONTRACTOR:

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SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX Telecommunications Services Inc.

| SIGNED<br>BY: | Sout lik        |  |
|---------------|-----------------|--|
| NAME:         | Koinert Prukens |  |
| TITLE:        | CMO             |  |
| DATE:         | 7/1/09          |  |
| FEID #:       | 20-0722940      |  |

## **DEPARTMENT OF CORRECTIONS**

| SIGNED<br>BY: | perfa them                                    | SIGNED<br>BY: |
|---------------|---|---------------|
| NAME:         | Richard D. Davison                            | NAME:         |
| TITLE:        | Deputy Secretary<br>Department of Corrections | TITLE:        |
| DATE:         | 7/29/09                                       | DATE:         |

Approved as to form and legality, subject to execution.

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Kathleen Von Hoene

**General Counsel Department of Corrections** 

6/12/09