



THIS CONTRACT #5646516 ("Contract") is entered into by **KING COUNTY**, Washington, (the "County"), and Securus Technologies, Inc. (the "Contractor"), whose address is 14651 Dallas Parkway, Suite 600, Dallas, TX 75254-8815. The County is undertaking certain activities related to, inmate telephone, visitation scheduling and video visitation systems ("System") and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

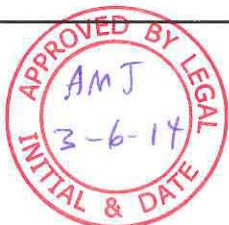
1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - X Scope of Work Exhibit A
 - X Certificate(s) of Insurance and Policy Endorsement..... Exhibit B
 - X Performance Standards..... Exhibit C
 - X Phone, Visitation Scheduling and Video Visitation Requirements Exhibit D
 - X Phone, Visitation Scheduling and Video Visitation Workplan..... Exhibit E
 - X Price Schedule & Rates..... Exhibit F
 - X Business Continuity Plan..... Exhibit G
3. Request for Proposal, Attachments and Addendum(s)
4. Contractor's Proposal, Presentation and Negotiation Documents

II. CONTRACT TERM

This Contract shall be effective on the date last signed and shall expire five (5) years thereafter, unless extended or terminated earlier pursuant to the terms and conditions of this Contract. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Contract shall automatically renew for three (3) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of this Contract shall continue to apply to each Schedule for so long as Contractor continues to provide the Application to the County after the expiration or earlier termination of this Contract.

SECURUS

Robert Pickens
 Authorized Signature
Robert Pickens COO
 Name and Title (Print/Type)
3/6/14
 Date Accepted



KING COUNTY

William Hayes
 Authorized Signature
William Hayes, Interim DAJD Director
3/13/2014
 Date Accepted

Approved to form only: King County Prosecuting Attorney

Ash Nguyen
Senior Deputy

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Application: The services and features provided to County by Contractor pursuant to this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

Provider: Person or group who supplies a product or service.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.5 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.4, Contract Amendment.

2.6 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.7 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Department of Adult and Juvenile Detention Project Manager – Pat Presson	Securus Technologies, Inc. Kris Aldeman
DAJD Finance Manager	Major Account Manager-West
500 Fifth Avenue	14651 Dallas Parkway, Ste 600
Seattle, WA	Dallas, TX 75254
206-477-2350	(503) 913.6118
pat.presson@kingcounty.gov	kaldeman@securustech.net

2.8 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 Legal Relations; Indemnity and Insurance

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be

responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$1,000,000.00 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000.00
6. Sexual Harassment / Sexual Abuse Coverage: \$500,000 per occurrence and aggregate.

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright. However, Contractor's system and Applications shall at all times remain Contractor's sole and exclusive property unless prohibited by law, in which event, County shall have the

unlimited right to use the System and Application for investigative and law enforcement purposes. The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

Contractor's (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Contractor's Applications, its system, and Contractor's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to

disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List

The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.

2. Final Affidavits of Amounts Paid

Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section

7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor sixty (60) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will receive full payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Environmentally Preferable Products Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 18.20

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

SECTION 11 MISCELLANEOUS PROVISIONS REGARDING SERVICES AND USE OF DATA

11.1 Business Continuity Plan

In the event that Contractor's infrastructure or data becomes lost, damaged or destroyed, Contractor shall immediately, and not longer than one (1) business day, implement the Contractor's Business Continuity Plan, as set forth in Exhibit G, in order to continue to provide the service. Contractor's obligation to reimburse the County's costs related to lost, damaged or destroyed data shall be determined by the County.

The plan, at a minimum, shall include the services of a third party recovery provider for which the County shall be the first in the order of recovery among Contractor's customers. The third party recovery provider shall provide and assist Contractor in its operations, system management and technical support.

The Contractor shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system, Contractor will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the service is interrupted, the Data may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor shall store a backup of Data in an off-site "hardened" facility no less than daily, maintaining the security of Data, the security requirements of which are described herein.

11.2 Versions of the Service

During the Contract term, Contractor shall not delete a feature or functionality in its services to the County unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to the deleted feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. The County understands and agrees, however, that Contractor may from time to time issue enhancements to its offerings in the normal course of business, which enhancements will serve to improve the services the County receives, and said enhancements may be added without notice.

11.3 Contractor's Use of County's Usage Data

County's use of the services provided hereunder will result in usage data being created and stored ("Usage Data"). Contractor may use the Usage Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose other than the following:

- A.** May observe and report back to the County on County's usage of the services provided pursuant to this Contract, and make recommendations for improvements thereto;
- B.** Ensure that the data center containing County Usage Data meets the following physical and electronic security requirements
 - (i) Single point of entry;
 - (ii) Main access monitored with additional access for emergency purposes only;

- (iii) Surveillance cameras in facility;
- (iv) Access validation with identity check;
- (v) Access only to persons on Contractor's approved access list;
- (vi) Log-in validation;
- (vii) Creation of accounts only as verified by Contractor or subcontractor hosting provider;
- (viii) Access to servers via encrypted means; and
- (ix) Servers running behind security firewall.

11.4 Disposition of Usage Data; Back-up Data

County retains the right to obtain County content, Usage Data and Back-up Data stored on Contractor's infrastructure.

Contractor shall back up County content, Usage Data and Back-up Data once in each 24-hour period.

11.5 Data Breaches

Contractor shall report, either orally or in writing, to the County any use or disclosure of County data, Usage Data, or content not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed County data, Usage Data or content. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify (i) the nature of the unauthorized use or disclosure, (ii) the County covered data or content, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provisions in this Contract, Contractor shall be liable for all damages, fines and corrective action arising from disclosure of such information caused by Contractor's breach of its data security or confidentiality provisions hereunder.

11.6 Importation of Data

Within one (1) Day of notification of termination of this Contract, the Contractor shall provide the County with complete, secure and dedicated data and content files suitable for importation into commercially available database software (e.g. MS-Access or MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of Data contained in the Contractor's system. The structure of the relational database will be specific to the Data and will not be representative of the proprietary Contractor database.

11.7 Termination Assistance Services

During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract, in whole or in part, Contractor agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:

- A.** Developing a plan for the orderly transition of the terminated or expired services from Contractor to the successor.
- B.** Providing reasonable training to County staff or the successor in the performance of the services then being performed by Contractor;
- C.** Using its best efforts to assist and make available to County any third-party services then being used by Contractor in connection with the services; and
- D.** Such other activities upon which the parties may agree.

END OF TERMS AND CONDITIONS

Exhibit A – Scope of Work

Contractor will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform (“SCP”) provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by Contractor and agreed to by the County, (c) maintain call detail records in accordance with Contractor’s standard practices and per County requirements as set forth in the RFP, (d) automatically shut the System on or off, and (e) allow free calls to the extent allowed by the County. Contractor will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions as outlined in Exhibit I. SCP will be provided at the Facilities specified in the chart below. Contractor will retain call detail records (CDR) for three (3) years from the date of recording.

COMPENSATION:

Collect Calls. Contractor will pay the County commission (the “Commission”) based on the Gross Revenues that Contractor earns through the completion of collect calls placed from the Facilities as specified in the chart below. “Gross Revenues” shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System (“System”). Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees and charges billed by non-LEC third parties, and Instant Pay Promotional Program are excluded from revenue to the Contractor. Contractor shall remit the Commission for a calendar month to the County on or before the 30th day after the end of the calendar month in which the calls were made (the “Payment Date”). All Commission payments shall be final and binding upon the County unless Contractor receives written objection within sixty (60) days after the Payment Date. The County’s payment address is as set forth in the chart below. The County shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Guaranteed Monthly Commission. County’s Guaranteed Monthly Commission payment shall be the greater of (i) the Commission earned for the relevant month, or (ii) \$62,500.00 (or, stated on an annualized basis, \$750,000.00). All Guaranteed Monthly Commission payments shall be final and binding upon the County unless Contractor receives written objection within sixty (60) days after the Guaranteed Monthly Commission has been paid to the County. Commencing one year after the Effective Date and for every subsequent year thereafter, the annualized Guaranteed Commission (which will continue to be paid in monthly installments, as above) will be based upon a figure that is 80% of the prior year’s Commissions. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR SHALL HAVE THE RIGHT THROUGHOUT THE INITIAL TERM AND ANY RENEWAL TERMS OF THIS CONTRACT, BUT NOT MORE OFTEN THAN ONCE PER CALENDAR YEAR, TO FULLY AUDIT OR EXAMINE ANY AND ALL INFORMATION PERTAINING TO THE COUNTY’S AVERAGE DAILY POPULATION AND NUMBER OF CALL MINUTES. THE PARTIES FURTHER AGREE THAT, ON AN ANNUAL BASIS COMMENCING ONE YEAR AFTER THE EFFECTIVE DATE OF THE CONTRACT, IF THE FINANCIAL GOALS OF EITHER PARTY IN REGARD TO THE CONTRACT ARE NOT BEING MET, THEY MAY RENEGOTIATE THE TERMS AND AMOUNT OF SAID COMMISSION.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commission Payment Address
King County Correctional Facility 500 5 th Avenue Seattle, WA 98104	SCP	58%*	Gross Revenues	King County Correctional Facility Attn: DAJD Finance Manager 500 Fifth Avenue Seattle, WA 98104
Maleng Regional Justice Center 620 West James St Kent, WA 98032	SCP	58%*	Gross Revenues	See above
King County DAJD – Juvenile Division 1211 E Alder St Seattle, WA 98122	SCP	0%	Gross Revenues	See above
Community Corrections Division – Work Release	SCP	58%*	Gross Revenues	See above

*The designated Commission percentage is contingent upon County's implementation of all products and payment methods described herein within six (6) months from the Effective Date (unless actions of Contractor render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the County fail to implement all such products and payment methods, the commission percentage is subject to renegotiation. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement.

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform (SCP) User Interface. Contractor will provide you with the Software regarding the SCPInterface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which Contractor may amend from time to time ("Compatible Equipment"). County represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws ; and (iii) it will monitor and ensure that its licensed end users comply as directed herein. Contractor will provide two (2) workstations with the following features and characteristics:

WORKSTATION REQUIREMENTS		DAJD
Processor	2 gigahertz (GHz) or higher processor	Exceed
Operating System	Windows XP*, Windows Vista, Windows 7	Win7 SP1 32 bit
Browser	Internet Explorer 8 or newer	IE 9
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory	2-8 GB
Drive	CD-RW or DVD-RW drive	DVD
Display	Super VGA (1,024 x 768) or higher resolution video adapter	meet or exceed
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device	installed
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility	MS Silverlight 5; .Net 4.0; Adobe Reader 9.4.7 ; MS Office 2010 Pro - Excel, No Quicktime . Media Player, McAfee Antivirus, no zip util other than Windows Explorer.
<i>*XP Media center edition not supported</i>		

SERVICE LEVEL AGREEMENT

FULL-TIME ON-SITE TECHNICIAN

Contractor will provide County a fulltime, onsite, dedicated IT professional to provide customer service and support, manage and maintain Contractor's System for the duration of the Contract. Said on-site administrator shall be approved and accepted by the County. Contractor agrees to repair and maintain the System in good operating condition and ensure performance of administrative functions for the inmate telephone system, visitation scheduling and video visitation system (including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at Contractor's sole cost and expense, unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by the County (not inmates at the Facilities), in which case, in agreement with the County, the Contractor may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at Contractor's option. The County agrees to promptly notify Contractor in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then Contractor shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, Contractor may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility. Contractor has no obligation to

provide any technical and field support services for an *Openworkstation*. THE COUNTY IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS*, UNLESS ISSUES ARE A RESULT OF THE CONTRACTOR'S SYSTEM."

1. **Outage Report: Technical Support.** As noted above, Contractor will provide County a fulltime, onsite, dedicated IT professional to manage and maintain Contractor's System. If either of the following occurs: (a) the County experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then the County will promptly report the System Event to Contractor's Technical Support Department ("Technical Support"). The County may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. The Contractor will provide the County commercially reasonable notice, at a minimum of 72 hours, before any Technical Support outage.

Primary King County Contact:
 3000 Kellway Drive, Suite 150
 Carrollton, TX 75006
 866-446-8600
partners@securustech.net

2. **Priority Classifications.** Upon receipt of the County's report of a System Event, Technical Support will classify the System Event as one of the following three priority levels*:

"Priority 1"	30% or more of the functionality of the System or a primary functioning area, such as Intake and Release are adversely affected by the System Event as reasonably determined by the County.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event as reasonably determined by the County.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues as reasonably determined by the County.

*These support levels are in addition to, and not in lieu of, the service that will be provided by the fulltime, onsite, dedicated IT professional that Contractor will provide, and shall apply to issues that the onsite IT professional may not be able to address without additional assistance and/or resources.

3. **Response Times.** After receipt of notice of the System Event, Contractor will cure the System Event within the following time periods*:

Levels	Contractor's Response Time	Contractor must cure the System Event
Priority 1	2 hours	System Event cured within 26 hours of County's notification
Priority 2	24 hours	System Event cured within 48 hours of County's notification
Priority 3	72 hours	System Event cured within 96 hours of County's notification

*These support levels are in addition to, and not in lieu of, the service that will be provided by the fulltime, onsite, dedicated IT professional that Contractor will provide, and shall apply to issues that the onsite IT professional may not be able to address without additional assistance and/or resources.

4. **Response Process.** In the event of a System Event, where the equipment is located on the County's premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact the County with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of Contractor's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to the County. Any requested modification or upgrade to the System that is agreed upon by the County and Contractor may be subject to a charge as set forth in the Contract and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** The County's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, the County may use the following escalation list if Contractor's response time exceeds 36 hours within the first notification by the County: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

In the event that the County and Contractor have differing interpretations regarding the designation of any event, requirement, measurement, or deliverable as being subject to a change to this SOW, the parties shall use the following escalation procedure to resolve the dispute:

1. The issue in dispute shall be forwarded, in writing, to the County Project Manager. Within two (2) business days after the County's Project Manager has been notified in writing of the issue, the County's Project Manager and Contractor's Project Manager will convene at the County's facilities and make a good faith effort to settle the dispute.
2. In the event the dispute is not resolved as set forth above within two (2) business days after the County's Project Manager has been notified in writing of the issue, as described above, the dispute shall be forwarded, in writing, to Contractor's Technical Support Manager and the County's applicable business sponsor. Such executives shall meet at the County's facilities and make a good faith attempt to settle the dispute within two (2) business days after receipt of the written notice.
3. Should the issue not be resolved by Contractor's Regional Service Manager and the County's applicable business sponsor within two (2) business days after their receipt of written notice of the dispute, it will be escalated, in writing (or via email) to Contractor's Director of Field Services and the County's applicable business sponsor (of at least a managing director level) who is not involved on a day to day basis with the project. Such executives shall meet at the County's facilities and attempt to settle the dispute within five (5) business days after their receipt of the written notice.
4. In the event the dispute is not resolved as set forth above, either Party may submit the dispute to non-binding mediation, as described in Section 8 of the Contract.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact the County to confirm resolution. For a Priority 2 or 3 System Event, a member of Contractor's customer satisfaction team will confirm resolution.

8. **Monitoring.** Contractor will monitor its back office and validation systems 24 hours a day, seven days a week.

9. **End-User Billing Services and County Care.** Contractor's Securustech Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The County administrators shall maintain the ability to block calls or add free calls. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CountyService@securustech.net, and by facsimile at 972-277-0714. In addition, Contractor will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Contractor will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer). County customers shall be addressed in a professional and courteous manner. Outstanding issues, complaints and resolution shall be forwarded to the County's Project Manager within three (3) business days.

10. Exhibit G-Secure Business Continuity Plan is an integral part of this Service Level Agreement, and the parties agree that the terms of said Exhibit are incorporated into and a part of this Contract.

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Contractor will compensate the County at a rate of One and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Contractor, then call control will

be assumed by Contractor's third-party provider. Contractor's third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through Contractor's third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Contractor will pay the County a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to the County's existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Inmate Trust Account Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. County agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. County agrees to use Provider's SCP User Interface or utilize integration with County's trust account system to process inmate's fund transfer requests.

INVOICING AND COMPENSATION:

The inmate financial system provider shall invoice County on a monthly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable within thirty (30) days of receipt. Contractor shall pay County the commission percentage that the inmate financial system provider earns through the completion of Debit calls placed from County's Facilities as specified in the chart below. The inmate financial system provider reserves the right to deduct call credits from usage. Contractor shall remit the commission for a calendar month to County on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date").

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
King County Correctional Facility	58%
Maleng Regional Justice Center	58%
Community Corrections Division – Work Release	58%

AUTOMATED INFORMATION SERVICES

DESCRIPTION.

Contractor will provide the Automated Information Services (AIS™) as described herein through Contractor's third party Contractor, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends and family the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once Facility staff has uploaded all required information, the system is able, at no cost to the County, to automate information such as:

- Commissary Balances (Pending MIS system data flow)
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates

• Visitation Eligibility, Times

Automated Information Services 2.0 is configurable to meet the specific needs of the County's Facilities. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at the County's Facilities. The County may also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system.

COMPENSATION:

Compensation is determined by the AIS features chosen. Parties may agree to modify mutually agreeable compensation if the feature set is modified or changed by Facility after contract execution.

1. STATEMENT OF WORK:

a) Specifications and Assumptions

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

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainees and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions polices, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to Facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when Facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press *11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainees and holds.
- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. County will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

b) Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review mutually agreed upon implementation plan which shall be incorporated into this SOW as if fully set forth herein, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Contractor, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Contractor, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the Facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Contractor and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for Facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate Contractor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the County's Facilities. However, the County will be required to push (through secure FTP) flat file imports in 15-minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d) Service Level Agreements

- Uptime availability: 99.9%, apart from scheduled downtime with a minimum of 72 hours notice to the County, tracked and reset on a monthly basis.
- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Contractor/Telerus support team.
- One-hour, or better, response to support calls and cure in accordance with Service Level Agreement language, paragraph 3 "Response Times"
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails and cure in accordance with Service Level Agreement language, paragraph 3 "Response Times".
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

When Contractor begins charging for this application, a \$0.75 transaction fee, plus applicable taxes will be charged to the end-user for each message delivered. The County will receive \$0.25 for each transaction fee collected by Contractor. All Messaging payments shall be final and binding upon the County unless the Contractor receive written objection within sixty (60) days after payment.

VINE PROGRAM

VINE PROGRAM DESCRIPTION AND FEE. Contractor will pay APPRISS or subsequent VINE vendor an annual fee, subject to change, of \$64,872 for County's role in participation in the VINE program (Victim Information and Notification Everyday), an anonymous, 24-hour, computer-based telephone service for victims of crimes. The VINE program is designed to provide easy access to offender information and to an offender's custody status changes. The Contractor will bear the expense of any fees in excess of the \$64,872 figure noted above.

LIMITATION OF LIABILITY AND HOLD HARMLESS County hereby releases, waives, discharges, covenants not to sue and covenants to hold harmless Contractor from all liability, claims, costs and expenses directly resulting from any loss, damage or injury that may be sustained from using the VINE program.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, 2.24.14

and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. The County's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

County will pay a one-time license fee of \$300,000 for the implementation of THREADS upon system delivery, installation training and County's acceptance for its use of the THREADS™ application, upon activation, which fee shall cover compensation for the duration of the parties' Contract. THREADS payment will be at 50% upon contract execution and 50% upon County's acceptance.

COMMUNITY FEATURE:

The County has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. The County acknowledges and understands that data from its Facility or Facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. The County will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to the County's access to and use of information obtained in connection with or through the THREADS™ application. The County acknowledges and understands that the County is solely responsible for its compliance with such laws and that Contractor makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Contractor shall have no obligation, responsibility, or liability for the County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the County by virtue of its use of the THREADS™ application.
2. The County acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is the County's obligation to keep all such accessed information secure. Accordingly, the County shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Contractor promptly of any such unauthorized access or use that the County discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by the County within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. The County understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." The County further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that the County shall not rely on Contractor for the accuracy or completeness of information obtained through the THREADS™ application. The County understands and acknowledges that the County may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Upon sixty (60) days' advance notification, Contractor reserves the right to modify, enhance, or, upon sixty (60) days advance notification, discontinue any of the features that are currently part of the THREADS™ application.
4. Contractor shall have no liability to the County (or to any person to whom the County may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the content contained within the THREADS application or the County's use thereof. If, notwithstanding the foregoing, liability can be imposed on Contractor, the County agrees that Contractor's aggregate liability for any and all losses or injuries arising out of any act or omission of Contractor in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. The County covenants and promises that it will not seek to recover from Contractor an amount greater than such sum even if the County was advised of the possibility of such damages. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

EQUIPMENT

Contractor will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, which may include booking kiosk(s) according to Exhibit A-1 Kiosk Statement of Work, and storage for 2 years.

SECURUS VIDEO VISITATION

In addition to the Applications otherwise being provided to the County pursuant to the Contract in connection with the inmate telephone services, Contractor shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Contract and pursuant to the terms of Attachment 1, Video Visitation Schedule, below.

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty-five (25) minute sessions, and that a session fee of up to \$12.95, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Contractor reserves the option, with King County approval, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If the County wishes to offer free sessions for any reason other than as allowed pursuant to the Contract, a session fee of \$12.95 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to the County. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on the County's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on the County's premises.

During the Term of the Contract, the County will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facilities for paid remote Video Visitation sessions, including without limitation:

1. The County agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. The County will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. The County will allow Contractor to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Contractor to (a) distribute Securus' promotional literature in the Facilities' visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call; and (c) issue a joint press release regarding the execution of this agreement by both parties.
4. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote paid sessions. Onsite visits consist of face to face traditional visitation or onsite via video terminals. Remote visitation via video terminals will be classified as a paid visitation and assessed the visitation fee outlined in the rates schedule.

All records shall be in compliance with Washington state records retention laws. It is the responsibility of the County to remove any desired recordings from the housing location for permanent storage within sixty (60) days of their recordings as they may be permanently deleted by Contractor after that time. Contractor is not responsible for the loss or quality of any such recordings or the deletion of such recordings after sixty (60) days.

COMPENSATION: (Paid Remote Video Visitation Only)

Contractor shall pay the County the commission percentage of session fees paid to Contractor, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to the County's Facilities as specified in the chart below (the "Video Visitation Commission"). Contractor shall remit the Video Visitation Commission for a calendar month to the County on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon the County, unless Contractor receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
King County Correctional Facility	Remote Paid	20%*
Maleng Regional Justice Center	Remote Paid	20%*
Community Corrections Division – Work Release	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Contractor will pay the 20% commission percentage for only those months during which the Facilities have achieved 1,000 remote paid visits or greater. For any months where the Facilities do not achieve the 1,000 remote paid threshold during this first 24-month period, the County will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Contractor shall pay twenty percent (20%) each month during the Term of the Contract. Commissions are paid in one-month arrears.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on the County's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month or equivalent. Therefore, if the number of remote paid visits averages less than 1,000 per month, Contractor reserves the right, no sooner than twelve (12) months after the execution of the Contract, to renegotiate payment hereunder or discontinue the video visitation services.

1. Use of Applications. The County grants Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications through Contractor's inmate systems (including, without limitation, the related hardware and software) (the "Systems") located in and around the inmate confinement facilities identified herein (the "Facilities") during the Contract term. The County is responsible for the manner in which it uses the Applications. Unless expressly permitted by the Contract, including any Exhibit, or separate written agreement with Contractor, the County will not resell the Applications or provide access to the Applications (other than as expressly provided in the Contract or a particular Exhibit), directly or indirectly, to third parties. During the term of the Contract and subject to the remaining terms and conditions of the Contract, Contractor shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, and debit calling) at all existing and future correctional facilities under the authority of the County in lieu of any other third party providing such inmate communications, including without limitation, the County's employees, agents, or subcontractors.

2. Software License. Contractor grants the County, and its employees and agents, a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Contractor implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The County is the license holder of any third-party software products Contractor obtains on County's behalf. The County authorizes Contractor to provide or preinstall the third-party software and agree that Contractor may agree to the third-party End User License Agreements for workstation/desktop applications on County's behalf. The County's rights to use any third-party software product that Contractor provides shall be limited by the terms of the underlying license that Contractor obtained for such product. The Software is to be used solely for the County's internal business purposes in connection with the Applications at the Facilities. The County will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Contractor is not liable with regard to any Software that the County uses in a prohibited manner.

3. Ownership and Use. The Systems, the Applications, and related records, data, and information shall at all times remain the property of Contractor (except that session recordings shall be the property of the County), unless prohibited by law, in which event, Contractor shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of the Contract and subject to Washington State retention laws, Contractor will provide the County with reasonable access to the records. Contractor (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the

Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

4. Legality/Limited License Agreement. For services related to Applications which may allow the County to monitor and record inmate or other administrative telephone calls, video visitation sessions, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, Contractor makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, the County retains custody and ownership of all recordings, and inmate e-mail messages; however, the County grants Contractor a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facilities, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls, video visitation or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

5. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Contractor. Except as to call records and information relating to criminal investigations, or except as to FOIA or similar request, County agrees that it will not disclose such Confidential Information to any third party without first providing Contractor advanced notice and an opportunity to object subject to provision 5.4 of the Contract. Because the County will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, the County shall only access the Software with computer systems that have effective firewall and anti-virus protection.

**Video Visitation Schedule
KING COUNTY, WA**

Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time	145	\$72,500.00	
	Electrical Wiring Installation	One time	145	\$217,500.00	
	JMS Provider Fees			\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	Emergency Call Application Setup	One time		\$0.00	
	Inmate Information Application Setup	One time		\$0.00	
	Commissary Ordering Application Setup	One time		\$0.00	
	Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	145	\$580,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	0	\$0.00	
	Video Visitation Terminals – dual handset (visitor side)	One time	0	\$0.00	
	Recording	60 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	145	\$72,500.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	145	\$28,855.00	
Software	Software Licensing Fee	Recurring	145	\$52,200	
	Securus Video Visitation	Recurring		\$0.00	
	Inmate Information	Recurring		\$0.00	
	Commissary Ordering	Recurring		\$0.00	
	Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	Training	Per Day	2	\$4,000.00	
	Mobile Cart, including UPS Battery Back Up	One time	0	\$0.00	
	Term	Re-occurring	5	\$405,275	
	Total Value:			\$1,357,650.00	
	Securus Discount			\$1,357,650.00	
	Customer Pays:			\$0.00	

If the Contract is terminated for convenience before the end of the Initial Term, the County will refund to Contractor the mutually agreed upon prorated amount of the Video Visitation system expense. The County shall pay such refund within thirty (30) days after such termination for convenience, or at the Contractor's and County's agreement, it may be deducted from the refund of any commission owed to the County.

Exhibit B - Certificate(s) of Insurance and Policy Endorsement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL ADDRESS:	FAX (A/C, No): (888) 467-2378													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co. of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C : Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co. of America	25666	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C : Standard Fire Insurance Company	19070	INSURER D : Travelers Property Casualty Company of America	25674	INSURER E :		INSURER F :
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INSURED Securus Technologies, Inc. 14651 Dallas Parkway Suite 600 Dallas, TX 75254-8815															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6305D560508	9/9/2013	9/9/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		8105D532509	9/9/2013	9/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	HCUB-5D51343-9-13	9/9/2013	9/9/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			ZPL15P85576	9/9/2013	9/9/2014	See Attached

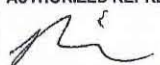
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERT DATED 12/4/2013.

Sexual Harassment / Sexual Abuse Coverage is included in the General Liability policy.

King County, its officers, employees and agents are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER King County Attn: Project Manager - Pat Presson DAJD Finance Manager 500 Fifth Avenue Seattle, WA 98104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability CARRIER: Travelers Property Casualty Co of America POLICY TERM: 09/09/2013 - 09/09/2014 POLICY NUMBER: ZPL15P85576	Limits: \$5,000,000 Each Claim/Aggregate Deductible: \$100,000 Each Claim Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- a. **Expected Or Intended Injury Or Damage**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Exhibit C - Performance Standards

Performance standards as set forth in the RFP are hereby incorporated into this Contract by reference.

1. Contractor will provide through its own employees all ongoing maintenance and customer/technical support components. Other providers typically outsource technicians, customer service and partner provided platforms for inmate phones and video visitation. With Securus, King County can count on support from our own technicians and support groups and our own in house inmate phone and video visitation solutions.
2. Contractor shall provide a customized and detailed implementation plan for installation of the inmate telephone system and video visitation with integrated scheduling system. Such implementation plan shall define and detail the roles and responsibilities of both parties.
3. Contractor has included the details of all maintenance plans and schedules.
4. Securus allows multiple ways for reporting outages or systems issues; the first being our unique Facility Portal which allows King County direct access to submit and monitor all current service tickets; the second being our in house technical support center that is manned around the clock to assist with any and all technical issues.
5. Securus provides the following severity levels and resolutions.

P3 Service Level

A P3 assignment occurs when less than 5% of system functionality is adversely affected by the system event and can include single and multiple phone-related issues. Examples of P3 service assignments include items such as:

- Static on the phone
- A party's inability to hear
- An inmate's inability to dial
- A broken phone
- Non-functioning dial pad
- Non-functioning cut off switches
- An inability to generate reports

Response time for a P3 event is 72 hours and cure time is within 96 hours of County's notification.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.
- A P3 event is escalated to the Technical Support Department

- A P3 event is escalated to the Technical Support Department

P2 Service Level

A P2 assignment occurs when 5% to 29% of system functionality is adversely affected by the system event. Examples of a P2 service assignment would include problems or errors with items such as:

- Work station
- Specific system ports
- LEC circuits
- Unblocks
- Block numbers
- Missing CDRs
- Call searching

Response time for a P2 event is 24 hours and the cure time is within 48 hours of County's notification.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.
- A P2 event is escalation to the Technical Support Department

P1 Service Level

A P1 event is our highest service level, occurs when 30% or more of system functionality is adversely affected by the system event. Examples of P1 service assignments would include items such as:

- Voice prompts not operating
- Features not operating appropriately
- CD-burning abilities disabled
- Live call monitoring not operating appropriately
- SCP user interface access denied
- All phones are out-of-service

Response Time for a P1 event is 2 hours and the cure time is within 26 hours of County's notification.

Customer Communication Guideline:

- If a dispatch is not required Securus notifies the facility when the service issue is resolved.
- If a technician is required Securus contacts the customer with an estimated time of arrival.

A P1 event is escalation to the following people:

- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- Executive Director of Service

If resolution is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the problem.

6. Securus is providing the following escalation list specific to King County.

Technical Support:

Primary contact for King County technical support issues

3000 Kellway Drive, Suite 150
Carrollton, TX 75006
866-446-8600
partners@securustech.net

Main Technical Support

3000 Kellway Drive, Suite 150
Carrollton, TX 75006
866-558-2323
technicalsupport@securustech.net

Marlon Miller

Manager, Technical Support
3000 Kellway Drive, Suite 150
Carrollton, TX 75006
469-546-0200 ext 0323
mmiller@securustech.net

Debbie Cates

Director, Central Service Operations
3000 Kellway Drive, Suite 150
Carrollton, TX 75006
972-277-0314
dcates@securustech.net

Exhibit D - Phone, Visitation Schedule and Video Visitation System Requirements

Phone, Visitation Schedule and Video Visitation System Requirements as set forth are hereby incorporated into this agreement by reference.

The RFP and its response are included in this contract. Any additional terms or conditions that are expressed in this document would supersede any terms and conditions outlined in the RFP.

Exhibit E - Phone, Visitation Scheduling and Video Visitation Timeline and Workplan

ID	Task Name	Duration
1	Project will begin at execution of contract between King County Jail and Securus Technologies	
2	<u>Duration is set on business days and not calendar days</u>	
3		
4	SECURUS Inmate Telephone System Project Plan for King County Jail	
5	Inmate Phone System Installation & Cut-Over	33.63 days
6	Project Initiation Phase	1.5 days
7	Host internal project review and kick-off meeting	2 hrs
8	Team with Sales Account Manager to host kick-off call with SECURUS Inmate Telephone System Installation Project Plan for King County Jail Project Team	2 hrs
9	Complete Telephone Equipment Inspection for Inmate Locations	1 day
10	Project Planning Phase	4.25 days
11	Update Engineering based on site survey information	2 hrs
12	Identify resources needed to complete tasks and objectives	2 hrs
13	Create ticket assignments for necessary departments	2 hrs
14	Host internal review to determine scheduling options	2 hrs
15	Host review with current services provider to discuss transition plan	1 hr
16	Create project in the Install Portal and setup notifications/alerts	1 hr
17	Create orders for telecom provisioning	1 hr
18	Create purchase orders for materials	1 hr
19	Perform Sarbanes-Oxley compliance approval for all material purchase orders	1 hr
20	Kick-off Discussions for Automated PIN Imports / OMS Integration	1 hr
21	Integration for automated PIN data management	1 day
22	Review field service access/scheduling & telecom vendor scheduling options with King County Jail Project Team	1 hr
23	Produce updated project schedule	1 hr
24	Securus Project Team and King County Jail Project Plan / Schedule Review	2 hrs
25	Finalize Telecom Provisioning, Material Delivery, and Field Service schedules	1 hr
26	Securus & King County Jail Project Team Meeting - Touch Point	0.5 days
27	Review telecom and hardware delivery schedules	2 hrs
28	Produce updated project plan and review with King County Jail Project Team	2 hrs
29	Customer Data Management	0.25 days
30	Coordinate transition activities with incumbent	2 hrs
31	Site specific voice prompts & tag lines	2 hrs
32	Upload blocked number files	2 hrs
33	Upload free and privileged number files	2 hrs
34	Project Execution Phase	27 days

ID	Task Name	Duration
35	Site Cutover Installation Planning Activities	26 days
36	Telecom delivery lead time	25 days
37	Confirm Telecom Test & Turn-up (T&T) schedule	1 day
38	Confirm Installation Technical Support schedule for T&T activity	1 day
39	Confirm Field Service Installation Team schedules for T&T activity	1 day
40	Review Site schedule and activities with King County Jail Project Team	1 day
41	Site Equipment Installation Planning Activities	25.5 days
42	Material shipment lead time	22 days
43	Confirm material shipments and arrival dates	2 hrs
44	Install and test inmate telephone equipment - King County Jail (As necessary)	3 days
45	Removal of old equipment and notify incumbent of available pickup (As necessary)	2 hrs
46	Review Site Cut-Over schedule and activities with King County Jail Project Team	2 hrs
47	OMS/JMS Integration / E-Imports Activities	14 days
48	Inmate PIN account creation and management	9 days
49	Inmate PAN account creation and management	9 days
50	Automated file delivery for account management	1 day
51	Configure Inmate Debit specifications with Commissary provider	4 days
52	Configure Voice Biometrics within Secure Call Platform	2 days
53	Installation - King County Jail	1 day
54	Cut Over - Turn up of telephones to Securus SCP platform	1 day
55	Quality Control / Checklist Reviews	3 days
56	Re-Verify all Features working properly	3 hrs
57	Re-Verify phones work, port assignments/call groups set	2 hrs
58	Post Cutover QA Checklist & Test Calls Completed	1 hr
59	Notify Facility ITS of cutover - system is functioning correctly	1 hr
60	Cut Sheet distributed to Securus Project Team	1 hr
61	Customer training	2 days
62	Conduct customer training for telephone system with King County Jail Project Team	2 days
63		
64		
65	SECURUS Video Visitation Project Plan for King County Jail	
66	Video Visitation Installation Project Plan	75.13 days
67	Installation and Software Configurations for live video sessions	45.63 days
68	Initial Kick-Off Meeting with King County Jail Project Team	3 days
69	Host internal project review and kick-off meeting	1 day

ID	Task Name	Duration
70	Sales Account Manager to host kick-off call with SECURUS Video Visitation Installation Project Team with King County Jail Project Team	1 day
71	Complete video visitation inspection for inmate locations	1 day
72	Identify Locations of Terminals Video Visitation terminals	2 days
73	Verify Network Cabling and electrical locations and functionality	1 day
74	Schedule network and power installation for new or malfunctioning terminal locations	1 day
75	Process Telecom Orders for Video Visitation Installation	42 days
76	Process telecom orders for video visitation	1 day
77	monitor delivery of telecom orders for site location	40 days
78	Test and Turn up of circuits for video visitation	1 day
79	Process Hardware Orders for Video Visitation Installation	13.5 days
80	Verify Site Survey Details and retrieval for terminal locations and equipment needed for installation	1 day
81	Create Bill of Materials for equipment orders	2 hrs
82	Process equipment orders and submit to purchasing	2 hrs
83	Monitor delivery of hardware orders for site location	12 days
84	Electrical and Cabling installation	12 days
85	Monitor installation of the Electrical and Cabling for all terminals	12 days
86	Securus and Facility Touch Point Review	1 day
87	Review telecom and hardware delivery schedules	2 hrs
88	Produce updated project plan and review with Vermont Department of Corrections Project Team	6 hrs
89	Site creation and specification provisioning for King County Jail	46.5 days
90	Phase creations and configuration	14 days
91	Add site - Provisioning of facility configurations	4 days
92	Create administrator and facility user profiles to access video software	4 days
93	Create terminal locations in provisioning tool	4 days
94	Add terminals and enable modules in provisioning tool for specific terminal locations	2 days
95	Create Flat File	4 days
96	Produce flat file and test import of custody accounts	4 days
97	Automate flat file export and upload into Video Visitation provisioning tool	4 days
98	Integration and Custody Account configurations	12 days
99	OMS/JMS Integration / E-Imports Activities	10 days
100	Inmate PIN account creation and management	9 days
101	Automated file delivery for account management	1 day
102	Customer Data Management	2 days
103	Coordinate transition activities with incumbent	4 hrs

ID	Task Name	Duration
104	Site specific voice prompts & tag lines	4 hrs
105	Upload blocked custody account files	4 hrs
106	Upload free and privileged customer files	4 hrs
107	Terminal installation	22.63 days
108	Mount terminals in designated locations at King County Jail	15 days
109	Connect network cable and power on terminal within its designated location	15 days
110	Terminal Configuration Implementation	22.63 days
111	Process configuration file for site in preparation to upload to terminal	15 days
112	Change IP addresses per terminal (as necessary)	2 days
113	Terminal configurations processed to each unit and verification of functionality	2 days
114	Quality Control / Checklist Reviews	10 days
115	Controlling and monitoring of terminals and sessions	10 days
116	Training for users for comprehensive understanding of the portals	4 days
117	Go Live with video visitation sessions	0.5 days
118	Configure T & C and web services for F&F account creation	0.5 days
119	Turn up King County Jail for live video visitation sessions	0.5 days

Price Schedule & Rates - Exhibit F

CALLING RATES

CALL TYPE	COLLECT		PREPAID COLLECT		DEBIT/CARDS	
	Connection	Per Minute	Connection	Per Minute	Connection	Per Minute
Local	2.00	0.10	0	0.13	0	0.13
Intralata/Intrastate	2.00	0.10	0	0.13	0	0.13
Interlata/Intrastate	2.00	0.10	0	0.13	0	0.13
Interlata/Interstate	0.00	0.25	0	0.13	0	0.13
International					2.00	0.50
Commission Rate Inmate phones	58%		58%		58%	
Video Visitation	\$12.95 fee per 25 minute session -20% commission with 1000 paid visits					

Exhibit G-Secure Business Continuity Plan

Disaster Recovery

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
- PXd data to run queries faster

Securus has a field support department with more than 150 field service associates supported by a centralized field dispatch team in support of our national customer base. The Field Service Technicians (FST) are strategically positioned to support ongoing maintenance as well as any disaster recovery situations that our customers may encounter. The FSTs are trained and provided with disaster recovery processes, plans and checklists. The FSTs are supported by senior technical support resources and engineering in order to expedite repairs and minimize customer downtime.

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 (Redundant Arrays of Independent Disk) 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 a Telx or 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 RAIDs in two separate SANs. 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. This automation removes the risk of human error.

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.

Spare Parts and Inventory Requirements

Securus maintains an inventory of spare parts at our headquarters in Dallas, Texas, and has distribution agreements with multiple Contractors 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 is 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 multiple 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.

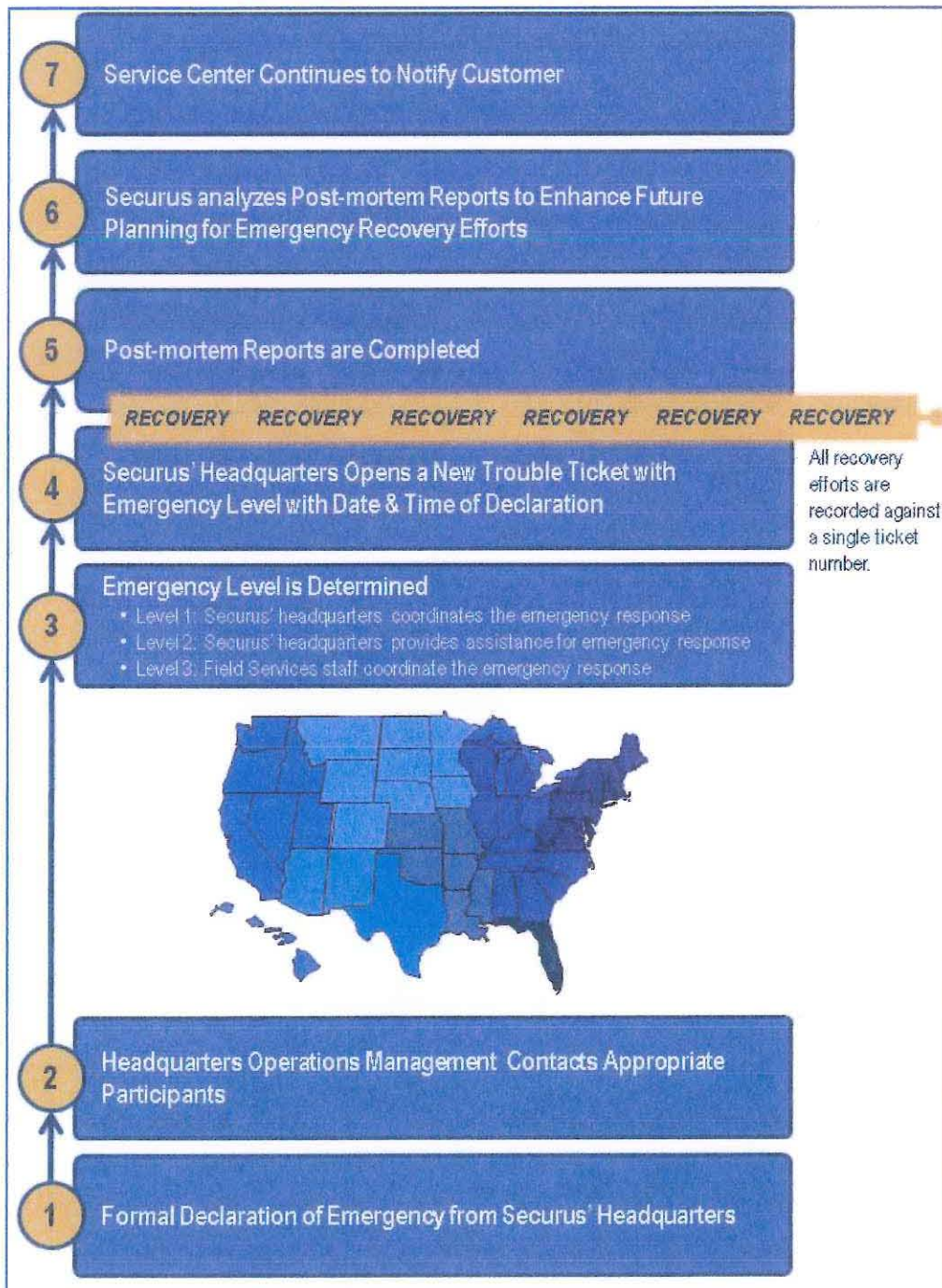
Note: A Level 3 declaration notifies headquarters of the seriousness of an ongoing recovery effort, and provides the necessary background information if the local response team lead requests an upgrade to a higher condition level.

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.

Timeline Events of Disaster Recovery Operations



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 Contractors 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.

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 Contractors 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.

Table: Emergency Response Teams	
Team	Manning and Responsibility
Headquarters Response Team	<p>Deployed to Securus local markets to assist local recovery operations.</p> <p>The Headquarters Response Team is staffed by subject-matter experts and led by headquarters operations management.</p>

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.

Implementation and Transition

Securus' extensive experience installing and maintaining inmate telephone systems has helped us develop installation and cut-over procedures that will minimize disruptions and errors, and maximize King County satisfaction. Securus developed a preliminary implementation plan that includes all of the required components.

Securus Technologies has a proven track record of providing successful turnkey installations for Mega-County, County, and City agencies, as well as large State Department of Corrections agencies. Over the last three years, our team has completed more than 1,700 quality installations of our Secure Call Platform (SCP), and has averaged a 4.6 (out of 5) customer satisfaction rating every year.

Recent customer testimonials include:

"I could not be more pleased with the quality and professionalism of the SECURUS personnel associated with the installation of our inmate telephone system."

- Captain John Donegan – Suffolk County Jail, Riverhead, NY

"Securus delivered on the promises made in the Request for Proposal response and contract negotiations with a cutover that was seamless and efficient for everyone involved. The transition for friends and family of inmates has been very easy with few, if any, serious complaints over Securus service or response."

*-- Armando "Eddie" Valeriano, Deputy Warden
Connecticut DOC*

"The Securus installation team is the most professional group of people that I have ever had the pleasure of working with on this type of project. Their attention to detail and dedication to customer satisfaction allowed them to complete a statewide, multi-location installation well under the projected completion date with virtually no unforeseen problems. I would love to work with them on another project."

*-- Karl Prince, IT Manager
Louisiana DOC*

The Securus Project Management Team consistently demonstrates project management expertise that simply cannot be matched by any other service provider. We look forward to the opportunity to provide King County with industry leading project support and services.

Project Description

The King County Implementation Project includes a complete turnkey installation of all equipment, facilities, and telephony connectivity for inmate telephone services

Project Plan Overview

The project plan identifies specific technologies to be deployed under a phased-in deployment schedule that delivers efficiencies where King County needs efficiencies first. This includes complete turn-key installation of all hardware, software, and configurations for the inmate telephone system (ITS).

The project begins with Securus Representatives onsite at a designated King County location to kick-off our implementation plan within days of contract execution.

Degree of Involvement from King County

Securus makes every effort to limit the administrative burden that can occur during a transition of service providers. We have the experience of installing our SCP in over 1,700 customer locations. This level of experience ensures that we do not waste any time. Our teams arrive at your facilities ready to get the job done.

At the beginning of the project, the Securus Project Team will meet with the King County Team on site at a King County location. These well-organized meetings will provide us with the opportunity to introduce the project members and review the project plan and timetables with the King County Team in person and ensure a successful kick-off to our project.

Our Project Managers will work with the King County Team to coordinate equipment deliveries and facility access. When the Securus Technicians arrive onsite, they may require escorts to the phone and equipment locations. The majority of our project activity will occur during normal business hours. However, Securus can

accommodate late-night/overnight cut-over activities. Some of our customers choose this method to eliminate service interruptions.

After each facility is transitioned to SCP, our Project Manager and Field Service Technician will review our quality checklists with the King County Team.

Weekly stakeholder meetings will be hosted by the Securus Project Team and will involve participation from the King County Team.

At the beginning of the implementation project, the Securus Project Management Team will work with the King County Team to identify key stakeholders, primary points of contacts, and roles/responsibilities for the duration of the project.

The Securus Project Management Team will establish regular meeting forums and communication protocols that accommodate the requirements of the King County Team.

Throughout the duration of the project, our Project Management Team will provide weekly installation progress reports. The reports will include updates on all active, completed, and pending installation activities.

In addition to the personal communication from our Project Managers, Securus can set-up automated e-mail notifications for the King County Team. The automated e-mail notifications are a great way for our customers to receive updates on status changes for major milestones and other tasks of interests.

Implementation Procedures

The project plan consists of the following activities:

- Project Initiation Phase
- Project Planning Phase
- Project Execution Phase
- Project Monitoring/Controlling Phase
- Project Closure Phase

Project Initiation Phase

Immediately after award, the Securus Project Management Team will host a meeting with the King County Team to review project scope, critical success factors, and the implementation time line. Site survey activities will be coordinated to ensure our project information is based on the latest physical characteristics of each location.

Project Planning Phase

During the Project Planning Phase, the Securus Project Management Team will coordinate material and human resources required for the project. Travel, facility access, deliveries, and customer training will be coordinated during this phase. Securus will work directly with all interstate, intrastate, and local exchange carriers (LEC) to coordinate the installation of services and equipment required for the project. The Securus Project Management Team will coordinate all activities and timelines with the King County Team.

Project Execution Phase

During the Project Execution Phase, Securus Technicians will travel to each location and complete pre-installation activities in preparation for the cut-over. The pre-installation activities include pre-wiring, hardware staging, and telecom test & turn-up activities that can be done in advance to reduce the amount of time and complexity of the actual cut-over.

The Securus Project Management Team will coordinate cut-over activities with the King County Team and the current services provider to ensure a seamless transition of phone service. Transition of service can be coordinated for after hours or during inmate lockdown to limit service interruptions. If a service interruption is required, the activity will be coordinated with the King County Team at least five business days in advance of the scheduled activity and schedules can be adjusted to meet the needs of the King County Team.

During the cut-over, the Securus Team will perform a thorough inspection of the installation and will resolve any potential issues prior to finalizing the implementation. The technicians completing the installation activity will perform a walk-through with the King County Team to review all installation documentation and checklists. The Securus Project Management Team will host a Customer Acceptance Review Meeting with the King County Team prior to finalizing the cut-over at each location.

Onsite training seminars as well as web-based training activities (if applicable) will occur during this phase of the project.

Project Monitoring/Controlling Phase

During the Project Monitoring/Controlling Phase, the Securus Project Management Team will focus on satisfying any outstanding action items. Additionally, the Securus Installation and Site Engineering Team will exercise daily diagnostic checks and monitoring protocols to ensure the recently installed equipment is working well and meeting the requirements of the King County.

The Securus Project Management Team will maintain frequent communication with the King County Team until all outstanding action items are resolved and customer acceptance has been provided for the full implementation project.

Project Closure Phase

During the Project Closure Phase, the Securus Project Management Team will ensure there are no outstanding actions or deliverables, and will work with the King County Team to review the full implementation project and obtain customer acceptance.

The Securus Project Management Team will transition support responsibilities to the Securus Account Management Team for long-term ongoing account support. The Securus Project Management Team will complete all internal updates and project closure activities.

Project Quality Management Plan

The Implementation Project Plan includes quality control checkpoints at important stages throughout the project. The quality control checkpoints are essential elements of the Securus project that ensure consistent high-quality implementations. The Securus Installation Support team uses a Six Sigma quality measurement technique, which identifies and removes the causes of errors, and minimizes variability in the installation process. Each installation project follows a defined sequence of steps with quantifiable targets. These targets can be financial or any other area that is critical to our customers. The current process sigma is 4.12, with first pass quality scores exceeding 90 percent.

Securus truly provides a level of quality assurance that is unmatched in our industry.

Quality Control Checkpoint 1: Customer Provisioning

Prior to any onsite installation activity, Securus Installation Support Technicians provision the SCP. SCP provisioning activity prepares our system to support the King County inmate calling traffic, and ensures that all of the necessary applications and calling features are configured. After the customer provisioning is complete, the Installation Technician submits a quality control review form to the Engineer, Project Manager, and Account Manager for the King County project. Each of these Securus Associates must review the customer provisioning “pre-cut” record, and provide verification and approval.

Quality Control Checkpoint 2: Customer Pre-Installation

While onsite, the Securus Field Service Technicians will complete a checklist to ensure that the physical installation characteristics meet or exceed Securus' standards. Equipment inventory, equipment location, electrical, network/telecom and telephone installation standards are reviewed during this checkpoint.

Quality Control Checkpoint 3: Equipment Testing / Functional Validation

At this stage of the project, the SCP is online and test calls can be performed. This quality control checkpoint ensures that all SCP calling options are setup to meet the requirements of the King County. Test call scenarios are completed and phone labels, call durations, on/off times, administrative terminals, and other customer configurations are verified.

Quality Control Checkpoint 4: Customer Acceptance

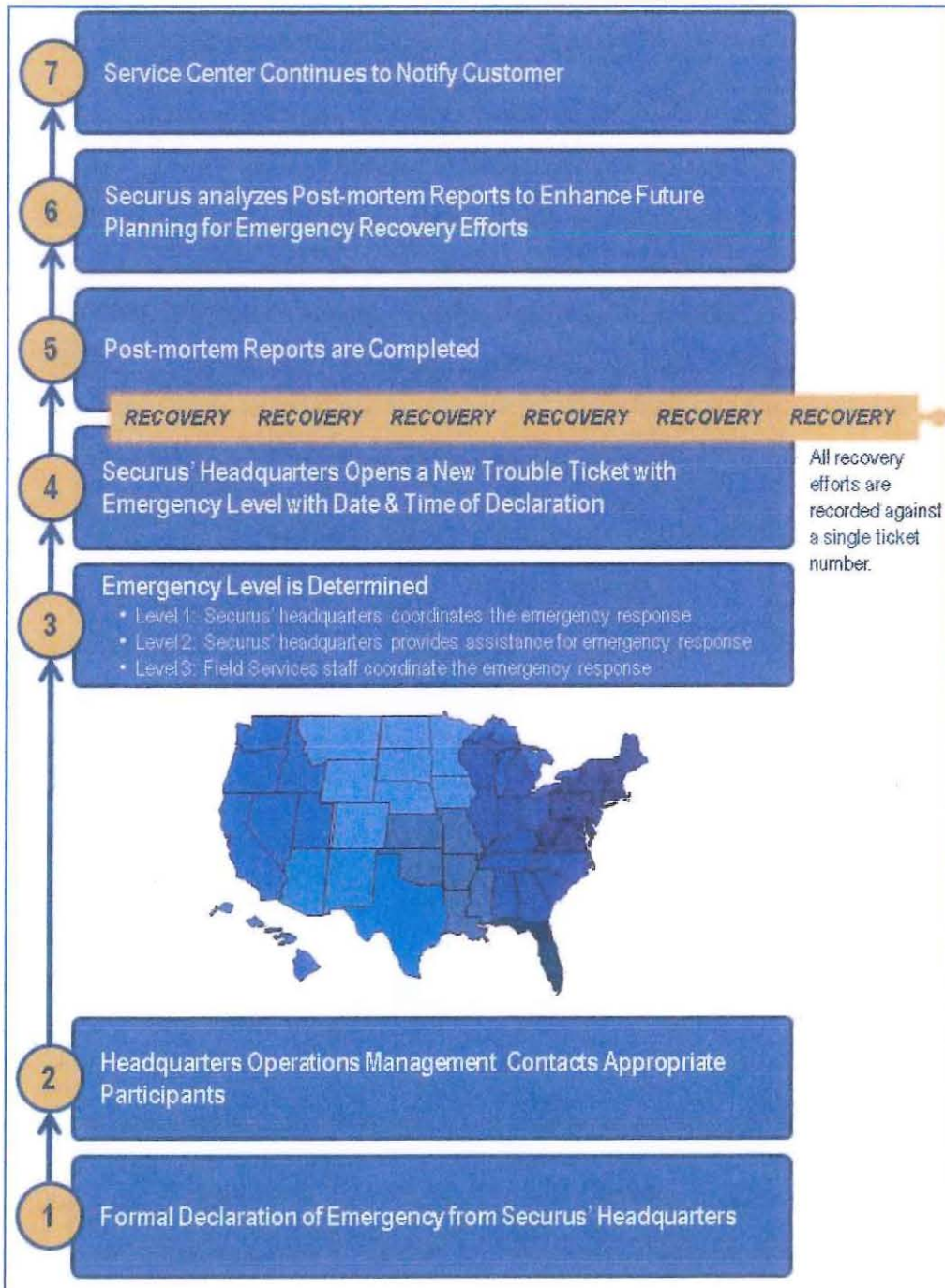
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Project Execution Phase

During the Project Execution Phase, Securus Technicians will travel to each location and complete pre-installation activities in preparation for the cut-over. The pre-installation activities include pre-wiring, hardware staging, and telecom test & turn-up activities that can be done in advance to reduce the amount of time and complexity of the actual cut-over.

The Securus Project Management Team will coordinate cut-over activities with the King County Team and the current services provider to ensure a seamless transition of phone service. Transition of service can be coordinated for after hours or during inmate lockdown to limit service interruptions. If a service interruption is required, the activity will be coordinated with the King County Team at least five business days in advance of the scheduled activity and schedules can be adjusted to meet the needs of the King County Team.

During the cut-over, the Securus Team will perform a thorough inspection of the installation and will resolve any potential issues prior to finalizing the implementation. The technicians completing the installation activity will perform a walk-through with the King County Team to review all installation documentation and checklists. The Securus Project Management Team will host a Customer Acceptance Review Meeting with the King County Team prior to finalizing the cut-over at each location.

Onsite training seminars as well as web-based training activities (if applicable) will occur during this phase of the project.

Project Monitoring/Controlling Phase

During the Project Monitoring/Controlling Phase, the Securus Project Management Team will focus on satisfying any outstanding action items. Additionally, the Securus Installation and Site Engineering Team will exercise daily diagnostic checks and monitoring protocols to ensure the recently installed equipment is working well and meeting the requirements of the King County.

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Quality Control Checkpoint 2: Customer Pre-Installation

While onsite, the Securus Field Service Technicians will complete a checklist to ensure that the physical installation characteristics meet or exceed Securus' standards. Equipment inventory, equipment location, electrical, network/telecom and telephone installation standards are reviewed during this checkpoint.

Quality Control Checkpoint 3: Equipment Testing / Functional Validation

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Quality Control Checkpoint 4: Customer Acceptance

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