

**COURT ORDER  
2014-1560**



RFP No. 2014-017-6399 Request for Proposal for Inmate Phone/Video Visitation Service Provider

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: N/A

FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the execution of the contract with Securus Technologies Inc. for the services solicited in RFP No. 2014-017-6399 Request for Proposal for Inmate Phone/Video Visitation Service Provider, as authorized for negotiation under Court Order 2014-0953 on July 8, 2014, and further authorize the County Judge to execute all related documents on behalf of Dallas County.

Done in open court November 11, 2014, by the following vote:

IN FAVOR: Commissioner Dr. Theresa M. Daniel, District 1  
Commissioner Mike Cantrell, District 2  
Commissioner John Wiley Price, District 3  
Commissioner Dr. Elba Garcia, District 4

OPPOSED: Honorable Clay Lewis Jenkins, County Judge

ABSTAINED: None

ABSENT: None

Recommended by: Gloria McCulloch  
Originating Department: Purchasing

This Master Services Agreement ("Agreement") is by and between Dallas County, Texas ("County"), a political subdivision of the State of Texas acting by and through the Dallas County Commissioners Court, and Securus Technologies, Inc. ("Provider"), a Delaware corporation that is a wholly owned subsidiary of Securus Technologies Holdings, Inc., also a Delaware corporation. This Agreement resulted from negotiations between County and Provider under County's Request for Proposals No. 2014-017-6399 ("RFP"). County and Provider are referred to herein collectively as the "parties" and individually as a "party." This Agreement supersedes any and all other oral or written agreements, if any, between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas, County desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement; and

Whereas, Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement; and

Whereas, the following attachments are incorporated by reference into this Agreement and are made a part of this Agreement as if set forth in their entirety herein:

Attachment A – County RFP No 2014-017-6399

Attachment B – Provider's Proposal for RFP, except portions that Provider marked "proprietary" or "confidential"

Attachment C – Provider's Best and Final Offer ("BAFO") for RFP

Attachment D – Provider's Response to County's Ten (10) Additional Questions during BAFO Process for RFP

Attachment E – Time Schedule for Implementation of Inmate Telecommunications System

Attachment F – Time Schedule for Implementation of Inmate Video Visitation System

Customer will notify Provider in writing of Customer's selected calling rate option,

Whereas, Provider and County acknowledge that while the portions in "Attachment B" that are marked "proprietary" or "confidential" will be redacted ("Redacted Portions") in the copy of this Agreement that is filed with the Dallas County Clerk, the "Redacted Portions" will remain part of this Agreement and Provider is equally responsible for the performance of those portions of this Agreement; and

**WHEREAS, PROVIDER WILL PROVIDE ALL OF THE SERVICES AND APPLICATIONS THAT ARE REFERENCED IN THIS AGREEMENT, INCLUDING ANY ATTACHMENTS, AT THE RATES SPECIFIED, AND IN ACCORDANCE WITH THE REPRESENTATIONS MADE, IN "ATTACHMENT B" "ATTACHMENT C" AND "ATTACHMENT D."**

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which Provider will perform certain inmate-related services and applications (the "Application(s)") for County. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** County hereby grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications through Provider's inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). County is responsible for the manner in which County uses the Applications. Unless expressly permitted by a Schedule or separate written agreement with Provider, County will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, County's employees, agents or subcontractors.
3. **Compensation and Fiscal Funding Clause.** Provider will be responsible for payment of all expenses and fees associated with the Performance of this Agreement, including but not be limited to wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, and bonds. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules; however, both parties acknowledge that this Agreement is revenue generating and therefore, Provider will not pass any costs on to County. The compensation for each Application will not change during the Term of this Agreement. Provider acknowledges that County's obligations under this Agreement are expressly contingent upon the availability of funding for each item and obligation during the Term of this Agreement. Provider shall have no right of action against County in the event County

is unable to fulfill its obligations under this Agreement due to lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during County's current or future fiscal years. If County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Provider at the earliest possible time prior to the end of County's fiscal year.

4. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end three (3) years later on the same day of the same month as the Effective Date (e.g. If the Effective Date of this Agreement becomes August 15, 2014, then this Agreement will end on August 15, 2017). This Agreement cannot automatically renew; however, the parties may agree in writing to extend this Agreement for two (2) additional twelve (12) month periods ("Renewal Term"). The Initial Term and any Renewal Term(s) collectively constitute the "Term" of this Agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as Provider continues to provide the Application to County after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. Provider is committed to providing County with reliable, high quality Applications, and Provider offers certain assurances about the quality of Provider's Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. PROVIDER WARRANTS THAT THE APPLICATIONS PROVIDED UNDER THIS AGREEMENT WILL PERFORM AS DESCRIBED IN THIS AGREEMENT, ANY SCHEDULES OF THIS AGREEMENT, AND ANY ATTACHMENTS TO THIS AGREEMENT.
6. Software License. Provider grants County 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 Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. County is the license holder of any third-party software products that Provider obtains on County's behalf. County authorizes Provider to provide or preinstall the third-party software and agrees that Provider may agree to the third party End User License Agreements on County's behalf. County's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for County's internal business purposes in connection with the Applications at the Facilities. 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 Provider 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. Provider is not liable with regard to any Software that County uses in a prohibited manner. Provider must notify County within thirty (30) days of the introduction into the market of any new software feature upgrades specific to the inmate calling platform and associated features that are currently installed at County's facilities or are later installed at County's facilities pursuant to this Agreement. Provider must upgrade the System with the new software feature versions and new hardware as required by County at no cost to County. For upgrades that are limited release, contain features offering new functionality or for third-party applications or platforms that are made available by the Provider, Provider and County must mutually agree upon the method for release and any associated cost. If requested by County, CVV software shall be installed as stated in Continuous Voice Verification section of Agreement.
7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain Provider's sole and exclusive property unless prohibited by law, in which event, Provider shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for two (2) years after the expiration or termination of this Agreement, Provider will provide County with reasonable access to the records. Provider (or Provider's licensors, if any) has 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 Provider's Applications, the System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
8. Legality/Limited License Agreement. For services related to Applications which may allow County to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, Provider 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, County will retain custody and ownership of all recordings, and inmate e-mail messages; however, County hereby grants Provider a limited license for two (2) years from the expiration or termination of this Agreement 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 Facility, (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 or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. Because 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, County shall only access the Software with computer systems that have effective firewall and anti-virus protection.

#### TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended ("PIA"). Provider agrees that to the extent, if any, that any provision of this Agreement is in conflict with the PIA, the same shall be of no force and effect. Therefore, any provisions in this Agreement which provide that any information, including the terms of this Agreement, is confidential are hereby stricken and excluded from the terms of this Agreement. Provider expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Provider.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the PIA to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Provider for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
- C) In the event the County receives a written request for information pursuant to the PIA that affects Provider's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Provider under this Agreement, the County will promptly notify Provider of such request. Provider may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the PIA. Provider is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the PIA. Provider is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
10. Claims. To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) its own gross negligence or willful misconduct, or (iii) intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the County as to the County's requirements under the law, and according to the County's facility's demographics. THE PROVIDER AGREES TO INDEMNIFY THE COUNTY AGAINST ANY AND ALL DAMAGES, LOSS, COST, CLAIM, LIABILITY, INJURY (TO PERSONS AND PROPERTY) AND EXPENSE BROUGHT OR CLAIMED BY THIRD PARTIES OR THE COUNTY'S FACILITY (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED TO THE PROVIDER'S FAILURE TO COMPLY WITH THE INSTRUCTION IT RECEIVES FROM THE COUNTY, AND ALL LAWS AND REGULATIONS GOVERNING THE PROVIDER.

11. Insurance and Insurance Lapses. Provider will comply with all of the insurance requirements, and be subject to the consequences of insurance lapses, that are set forth in the RFP in "Attachment A." County agrees to give Provider reasonable and timely written notice of any claim, demand, or cause of action made or brought against County arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. Provider will have the right to defend any such claim, demand, or cause of action at Provider's sole cost and expense and within Provider's sole and exclusive discretion. County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without giving prior notice to and conferring with Provider before any such settlement or compromise. County will make reasonable efforts to assist Provider with Provider's defense of any such claim, demand, or cause of action.
12. Default, Termination for Cause, and Termination for Convenience. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if either party breaches its obligations in the section entitled "Software License;" any section containing "confidentiality" requirements; or any of the provisions for termination in County's Request for Proposals No. 2014-017-

6399, then the non-breaching party shall have the right to terminate this Agreement immediately. **Notwithstanding any other provision of this Agreement, County may terminate this Agreement for convenience by giving Provider sixty (60) days' notice.**

13. Limitation of Liability.

- A) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PERSONAL INJURY OR INTELLECTUAL PROPERTY INFRINGEMENT, PROVIDER'S AGGREGATE LIABILITY TO COUNTY RELATING TO OR ARISING OUT OF THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT THAT PROVIDER PAID TO COUNTY DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.
- B) PROVIDER SHALL HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF PROVIDER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTOR PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OMISSION, OR INTENTIONAL TORT THAT RESULTS IN PERSONAL INJURY OR DEATH; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY PROVIDER OR BY ANY PERSON EMPLOYED BY PROVIDER, OR PROVIDER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL. PROVIDER SHALL ALSO HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY PROVIDER, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL.
- C) IF A CLAIM IS BROUGHT AGAINST THE COUNTY AS TO INTELLECTUAL PROPERTY INFRINGEMENT, PROVIDER SHALL HAVE THE RIGHT TO CONTEST SAME THROUGH ITS COUNSEL OR, AT PROVIDER'S OPTION, (A) TO SETTLE SAME BY SECURING FOR THE COUNTY THE RIGHT TO CONTINUE TO USE SUCH EQUIPMENT, OR (B) BY MODIFYING IT TO AVOID INFRINGEMENT, OR (C) BY REPLACING IT WITH NON-INFRINGEMENT EQUIPMENT, OR (D) BY RECLAIMING IT AND REIMBURSING THE COUNTY THE SUM PAID THEREFORE, INCLUDING INSURANCE EXPENSES. AS BETWEEN THE PROVIDER AND COUNTY, THE ABOVE PROVISIONS A – D, ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE COUNTY FOR INTELLECTUAL PROPERTY INFRINGEMENT BY PROVIDER OF A THIRD PERSONS' INTELLECTUAL PROPERTY RIGHTS; HOWEVER, COUNTY RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT FOR CONVENIENCE.

- 14. Uncontrollable Circumstance. Provider and County reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside Provider's or County's control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions that County takes for security reasons (such as lock-downs)) negatively impact Provider's business; however, neither Provider or County shall unreasonably exercise such right. Further, County and Provider acknowledge that Provider's provision of the services and County's receipt of the services are subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider or County from taking any steps necessary to perform in compliance therewith.
- 15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
- 16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
- 17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
- 18. No Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions

of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous, including, but not limited to, Choice of Law, Exclusive Venue, & Sovereign Immunity.

- A) This Agreement is subject to the state and federal laws, orders, rules, and regulations relating to this Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement or the use of the inmate telecommunication system.
- B) Choice of Law. This Agreement will be governed by the laws of the State of Texas during the Term and after the expiration or termination of this Agreement.
- C) Venue. The forum for any action under or related to this Agreement is exclusively in a state or federal court of competent jurisdiction that is physically located in Dallas, Dallas County, Texas. The exclusive venue for any action under or related to this Agreement is in a state or federal court of competent jurisdiction that is physically located in Dallas, Dallas County, Texas.
- D) Dispute Resolution Process. Notwithstanding any language to the contrary in this Agreement, this paragraph shall exclusively govern any dispute resolution process. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial. In the event of a dispute concerning this Agreement, the parties shall attempt to informally and mutually resolve any issues. The parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- E) Sovereign Immunity. This agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable state and federal law. Nothing in this Agreement may be construed as creating any personal liability on the part of any elected officer, appointed officer, appointed official, employee, or agent of Dallas County, Texas.
- F) No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.
- G) Assignments. This Agreement shall be binding upon and inure to the benefit of Provider and County and their respective successors and permitted assigns. Except for assignments to Provider's affiliates or to any entity that succeeds to Provider's business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Provider will retain responsibility and liability under this Agreement even after any such assignment to an affiliate of Provider or to a successor to Provider's business.
- H) Signatory Authority. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System.
- I) Expense of Compliance with Law. Provider and County each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations.
- H) Subcontractors. Upon prior, written approval by the County, Provider may subcontract any portion of the work to a subcontractor acceptable to the County and which meets all County guidelines. County will not unreasonably withhold approval of any subcontractor(s) under this Agreement; but such approval will nevertheless be at County's sole discretion.
- I) Provider as Independent Provider and Independent Contractor. The services performed by Provider under this Agreement are performed by Provider as an independent Provider. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between County and Provider. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT PROVIDER IS NOT AN INDEPENDENT PROVIDER OR INDEPENDENT CONTRACTOR, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF ANY AND ALL SUCH DETERMINATION(S).**
- J) Amendment of this Agreement. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).

- K) Counterparts. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.
- L) Insolvency or Bankruptcy. Either party may terminate this Agreement by written notice to the other party, and may regard the other party in default of this Agreement, if a party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise, and does not cure within thirty (30) calendar days.

## 20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

To the extent that this Article applies, this Article shall govern.

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

### A) Definitions.

- i) Business Associate. Provider is a "Business Associate" of the County as that term is defined below under the Privacy and Security Requirements below.
- ii) Confidential Information is information that has been deemed or designated confidential by law, including, but not limited to PHI and EPHI as defined below.
- iii) Protected Health Information ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Provider from or on behalf of the County.
- iv) Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- v) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices including, but not limited to flash drives, CDs, PDAs, cell phones, or cameras, desktop and laptop computers, photographs, and paper files containing Confidential Information.

### B) General Terms.

- i) Provider agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) Provider agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Provider's own expense.
- iii) Provider agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Provider's services to the County. Compliance with this paragraph is at Provider's own expense.
- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.

C) Representation. Provider represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

### D. Specific Terms.

- i) Nondisclosure of PHI. Provider agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Provider pursuant to this Agreement other than as permitted or required by this Article, or as otherwise required by law.
- ii) Limitation on Further Use or Disclosure. Provider agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Provider pursuant to this Agreement in a

manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Provider or County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

- iii) Safeguarding PHI. Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
- iv) Reporting Unauthorized Disclosures. Provider agrees to report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.
- v) Safeguarding EPHI. Provider agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:
  - a) Encryption of EPHI that Provider stores and transmits;
  - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - c) Use of updated antivirus software;
  - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - e) Conduct of periodic security training.
- vi) Reporting Security Incidents. Provider agrees to report to the County any Security Incident immediately upon becoming aware of such. Provider further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
  - a) A brief description of what happened, including the dates the Security Incident occurred and was discovered;
  - b) A reproduction of the PHI or EPHI involved in the Security Incident; and
  - c) A description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.
- vii) EPHI and Subcontractors. Provider shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such.
- viii) Subcontractors and Agents. Provider shall require any subcontractor or agent to whom Provider provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Provider pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Provider with respect to such PHI and EPHI.
- ix) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- x) Mitigation. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI or EPHI by Provider, or by a subcontractor or agent of Provider, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. Provider also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- xi) Notice – Access by Individual. Provider agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Provider agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xii) Notice – Request for Amendment. Provider agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Provider agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
- xiii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Provider agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Provider agrees to make



available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

- xiii) County Inspection. Upon written request, Provider agrees to make available to the County or its duly authorized representatives during normal business hours Provider's internal practices, books, records and documents relating to the use and disclosure of Confidential Information, received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Provider agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Provider agrees to provide for and allow similar access to books, records, and documents related to contracts between Provider and organizations related to or subcontracted by Provider to whom Provider provides Confidential Information received from, or created or received on behalf of, the County.
  - xiv) PHI or EPHI Amendment. Provider agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
  - xv) Documentation of Disclosures. Provider agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
  - xvi) Termination Procedures. Upon termination of this Agreement for any reason, Provider agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Provider pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Provider maintains PHI or EPHI from the County in any form. If Provider determines that transferring or destroying the PHI or EPHI is infeasible, Provider agrees:
    - a) To notify the County of the conditions that makes transfer or destruction infeasible;
    - b) To extend the protections of this Article to such PHI or EPHI; and
    - c) To limit any further uses and disclosures of such PHI or EPHI to those purposes that makes the return, or transfer to the County or destruction infeasible.
  - xvii) Notice – Termination. Upon written notice to Provider, the County may terminate any portion of this Agreement under which Provider maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Provider, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Provider has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. Provider's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.
- G) **INDEMNIFICATION. PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, THE COUNTY AND ITS COMMISSIONERS' COURT, OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, PENALTIES, AWARDS, AND COSTS (INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:**
- I) A BREACH OF THIS AGREEMENT RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY PROVIDER; OR
  - II) ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF PROVIDER OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.
- H. Provider shall ensure that any agent to whom it provides PHI or EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect PHI or EPHI. Further, Provider agrees to give County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

- I. This Article survives the termination or expiration of this Agreement and expires six (6) years after the termination or expiration of this Agreement.

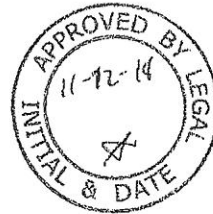
21. NO FEDERAL EXCLUSION

- A) Provider warrants that neither Provider nor any of its owners, officers, directors, employees, or principals (collectively "Principals"), is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
  - i) Is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal or state health care programs or in federal or state procurement or non-procurement programs. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration, or the Medicaid Sanction List; or
  - ii) Has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) Provider agrees to report immediately to the County's Purchasing Agent if either Provider or any of its Principals becomes an "Ineligible Person" during the term of this Agreement.

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EXECUTED as of the Effective Date.

<p><b>CUSTOMER:</b> Dallas County</p> <p>By: <u><i>Clay Lewis Jenkins</i></u> (Noted Nd/)</p> <p>Name: Clay Lewis Jenkins Title: Dallas County Judge Date: _____</p> <p><u>Customer's Notice Address:</u> Dallas County Communications Department 600 Commerce Street, Suite #750 Dallas, Texas 75202</p> <p style="text-align: center;">AND</p> <p>Dallas County Purchasing Department 509 Main Street, Room #623 Dallas, Texas 75202</p>	<p><b>PROVIDER:</b> Securus Technologies, Inc.</p> <p>By: <u><i>Robert Pickens</i></u></p> <p>Name: Robert Pickens Title: President Date: <u>11-12-14</u></p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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APPROVED AS TO FORM\*

CRAIG WATKINS  
DISTRICT ATTORNEY

TERESA GUERRA SNELSON  
CHIEF, CIVIL DIVISION

*Melanie Barton*  
Melanie Barton, Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own attorney(s).

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300



## Schedule A - Dallas County (TX)

This Schedule A (hereinafter "Schedule") is between Securus Technologies, Inc. ("Provider"), and Dallas County ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. Provider 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 Customer, (c) maintain call detail records in accordance with Provider's standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Customer 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 or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein. SCP will be provided at the Facilities specified in the chart below.

#### FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service
Lew Sterrett Justice Center 111 Commerce Street Dallas, TX 75207 North Tower West Tower South Tower	SCP*
Government Center Jail 600 Commerce Street Dallas, TX 75202	
Cook Chill 2121 French Settlement Dallas, TX 75216	

### CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

#### DESCRIPTION:

Secure Calling Platform User Interface. Provider will provide Customer with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which Provider may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer 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 or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive

Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
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

**SERVICE LEVEL AGREEMENT**

Provider agrees to repair and maintain the System in good operating condition (ordinary wear and tear excepted), 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 Provider's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by Customer (not inmates at the Facilities), in which case, Provider may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. Customer agrees to promptly notify us 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 Customer or a third party, then Provider 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, Provider 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 along with a three-year product support plan with the hardware provider. Provider have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) Customer experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then Customer will promptly report the System Event to our Technical Support Department ("Technical Support"). Customer 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. Provider will provide Customer commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of Customer'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 is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, Provider will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer 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 Customer with the technician's estimated time of arrival), as necessary. In the event of 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 Provider's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by Customer and Provider may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, Customer may use the following escalation list if our response time exceeds 36 hours: 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.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. Provider will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. Customer is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request Provider will provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, then Provider will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Provider is not responsible for any delay caused by Customer's failure to provide the IGR.

10. End-User Billing Services and Customer Care. Provider's Securus 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 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](http://www.securustech.net), by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. In addition, Provider 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. Provider will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

**COIN PAY PHONE SERVICE**

**DESCRIPTION:**

Provider will, as a courtesy to Customer, provide Customer with the use of coin pay phones (the "Coin Pay Phones") at the Facilities specified in the attached Request for Proposal for Inmate Phone/Video Visitation Service Provider Bid No. 2014-017-6399.

**FEES, ADDITIONAL CHARGES AND TAXES**

Account Terms and Conditions	Friends & Family Prepaid Advance Connect	Friends & Family Direct Bill/ Traditional Collect	Inmate-Debit
Account Setup Fee	\$0 No charge	\$0 No charge	\$0 No charge
Securus Refund Fee	\$0 No charge	\$0 No charge	\$0 No charge
*Securus funding transaction fee	\$0 No charge	\$0 No charge	\$0 No charge
Minimum funding amount	\$0 None	\$0 None	\$0 None

\*If payments are made by mail or online banking.

The table below describes additional charges, fees, and taxes associated with Securus account types.

Fees Vary by Account Types*	How Applied	Amount	Account Type
State Cost Recovery Fee	May apply to all intrastate calls	Up to 5% of the cost of a call	May apply to all intrastate calls (traditional collect, direct bill, AdvanceConnect, prepaid/debit)

A returned check charge of up to \$25 may be applied for dishonored checks.

\* Sales taxes, Universal Service fund fees, and Telecommunications Relay Service (TRS) fund fees may also apply as required by statute.

**Convenience Options**

For Friend & Family members requiring an immediate approach to funding their accounts, Securus provides optional services that incur convenience fees or a minimum funding amount. **Securus will always provide a no-cost funding option to the community.**

Optional Fees	Per Instance	Amount
Transaction processing fee	Credit/debit card payment by phone or website	\$4.95

**SECURUS VIDEO VISITATION**

Provider shall deploy a Video Visitation System at the Dallas County Facility during the Term of the Agreement and pursuant to the terms of Attachment 1, Video Visitation Schedule.

**TERMS:**

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions, and that a session is charged per chart below:

Type of Charge	General Public
Session Charge	\$10.00 per 20 minute session

Provider reserves the right, at its sole option, to offer promotional pricing for less than \$10.00 per session. For the first six months following installation, Provider will provide session visit price of \$5.00 per session. Provider has the right to market remote video visitation services to the public. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Once Provider has fully recouped the cost of its video visitation equipment and installation (as set forth in the Video Visitation Schedule), County reserves the right to reduce the cost of a session or start receiving commission. Provider agrees to provide Customer a quarterly revenue statement. Should County select a per minute call rate option for inmate telephone services this paragraph is not applicable. Should paid video visitation sessions exceed 1.5 video visitation sessions per inmate per month parties agree to mutually renegotiate commission rates.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer 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. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. Customer will allow Provider 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 Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by the parties' Agreement, 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, where practicable, 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 sessions.
5. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

Notwithstanding anything to the contrary herein, the parties acknowledge that the provision of the Video Visitation services hereunder by Provider is based on Provider's expectation, based on business model assumptions. Similarly, the parties acknowledge that Customer's receipt of said services hereunder is based upon Customer's expectation of usefulness, convenience and efficiency in regard to the overall administration of Customer's inmate facilities. Therefore, the parties agree that, in the event either party's expectations herein are not met, they will in good faith renegotiate terms of this Agreement and, barring mutually satisfactory modifications thereto, either party may terminate this Agreement upon 90 days' written notice.

Provider is not responsible for third party integration fees.

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any

hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: Provider grants Customer 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 Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements (the "Updates"). Updates will include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer 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 Provider 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. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's 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 Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (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 visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.



**CALLING RATES**

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. County has the right to negotiate a per minute call rate.

**FLAT RATE**

Flat Rate Per Call Options	Option 1 Proposed at 76% Commission		Option 2 Proposed at 83.3% Commission		Option 3 No Commission No MAG	
	Per Call Surcharge	Rate Per Minute	Per Call Surcharge	Rate Per Minute	Per Call Surcharge	Rate Per Minute
All Domestic Calls	\$2.50	\$0.00	\$3.00	\$0.00	\$0.475	\$0.00

**PER MINUTE RATE**

Per Minute Call Rate Options	Option 1 Proposed at 60% Commission*	Option 2 No Commission*
	Rate/Min \$0.20	Rate/Min \$0.07

\*MAG goes to \$2,750,000 if Dallas County selects this offer

**COMPENSATION:**

Collect Calls. Provider will pay Customer commission (the "Commission") based on Gross Revenues Provider earns through the completion of collect, debit and prepaid calling card calls, except for interstate calls, placed from the Facilities as specified in the chart above. Gross Revenues shall mean all gross billed revenues relating to completed calls generated by and through the Inmate Telecommunications 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, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. Provider shall remit the Commission for a calendar month to Customer 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 Customer unless Provider receive written objection within sixty (60) days after the Payment Date. Customer's payment address is as set forth in the chart below. Customer shall notify us in writing at least sixty (60) days before a Payment Date of any change in Customer's payment address.

Minimum Annual Guarantee ("MAG"). One month following the Schedule Effective Date, Provider will pay Customer a Commission in the amount of \$250,000.00, for a total first year MAG of \$3,000,000.00 to be paid in monthly payments over the first twelve (12) months. Each year thereafter, Provider will adjust the MAG upward or downward to reflect eighty percent (80%) of actual earned commissions for all calls in the prior twelve (12) months. The MAG will be paid back to Provider through 100% commission deductions, and will apply to all forms of revenue under this Agreement unless otherwise noted herein. This true-up process will be repeated annually throughout the Initial Term.

**PERFORMANCE BOND:**

If Provider elects to pay commissions on a monthly basis, then the County will require a performance bond upon execution of a negotiated contract in an amount equal to 100% of the approximate total amount of the contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Dallas County.

In lieu of a performance bond, the Contractor will submit within ten (10) days after contract execution or prior to the commencement of any work or delivery of services a cashier's/certified check payable to Dallas County, equal to the full

value of the annual commission each year as outlined in the Minimum Annual Guarantee (MAG). This pre-payment of MAG will be based on the total value of the contract per year and therefore shall be renewable on an annual basis for the life of the contract, including any contractual extensions. All subsequent annual payments shall be made on the anniversary of the contract.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Lew Sterrett Justice Center 111 Commerce Street Dallas, TX 75207 North Tower West Tower South Tower  Government Center Jail 600 Commerce Street Dallas, TX 75202  Cook Chill 2121 French Settlement Dallas, TX 75216	SCP*	Based on rate selected by County*	Gross	Dallas County Dallas County Auditor's Office 509 Main Street, Suite 407 Dallas, Texas 75202

\* 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 (whether for collect calls or other services Provider provide, including Inmate Debit, etc.) shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s). All commissions associated with agreement are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. Changes will take effect on the first day of the month following receipt of written notice by the Customer. All notices in relation to this agreement must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
 PRESIDENT  
 14651 DALLAS PARKWAY, SIXTH FLOOR  
 DALLAS, TEXAS 75254

**Video Visitation Schedule  
Dallas County**

**Attachment 1 - Securus Video Visitation Pricing**

Provider agrees to furnish all hardware, software and installation (cumulatively, the Video Visitation system expense) at no cost to County; however, if the agreement is terminated before the end of the Initial Term for any reason other than Provider's non-performance, the Customer will refund to Provider the prorated amount of the Video Visitation system expense, less hardware (which shall be returned to Provider), as set forth in the chart below. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any commission owed to Customer. Provider will provide at least one (1) visitation terminal for every twenty-five (25) inmates, not to exceed a ratio of one (1) terminal for every twenty (20) inmates. Single cell and infirmary units will be served by wireless stations. Provider will work with Customer to provide additional visitation locations, terms as community visitation centers are added. The County reserves the right to add equipment at no additional cost to the County; however Attachment 1 will be updated to reflect increase in costs.

Description of Cost			Total Expense
Network & Electrical Wiring Installation	One time	1	\$375,000.00*
Software Application Setup, including JMS import mapping	One time	1	\$5,875.00
Video Visitation Terminals – single handset (inmate side)	One time	246	\$984,000.00
Video Visitation Terminals – single handset (visitor side)	One time	50	\$200,000.00
Video Visitation Terminals – dual handset (visitor side)	One time	50	\$12,500.00
Total Video Visitation Terminal Installation	One time	296	\$148,000.00
Software Maintenance Fee	Annually	296	\$ 74,000.00
<b>Operating Expense - Annual Maintenance</b>	Annually	<b>10%</b>	<b>\$142,437.50</b>
Total			<u><u>\$1,424,375.00</u></u>
Total Per Terminal			<u>\$ 4,812.08</u>
Annual Maintenance			<u>\$ 142,437.50</u>
Maintenance Per Month			<u>\$ 11,869.79</u>

\* This amount is subject to revision based on actual costs.