STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT FOR SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS PURSUANT TO RFP 24-044

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Securus Technologies, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas, as of the date of last signature below ("Effective Date"). County and Contractor may be referred to individually as "party" or collectively as the "parties."

<u>WITNESSETH</u>

WHEREAS, County desires that Contractor provide certain software, hardware, systems, and services by and through the Fort Bend County Sheriff's Office (collectively the "Applications") pursuant to RFP 24-044; and

WHEREAS, Contractor represents that it is qualified and desires to provide the Applications.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall provide the Applications described in the Schedule to this Agreement, which is included herein by this reference, by and through the Fort Bend County Sheriff's Office located at 1410 Richmond Parkway, Richmond, Texas 77469 in accordance with the terms of this Agreement and in the following Exhibits (attached hereto and incorporated by reference):
 - i. Exhibit A: FBC RFP 24-044 solicitation document
 - ii. Exhibit B: Contractor's Submission to RFP 24-044 dated April 9, 2024
 - iii. Exhibit C: Securus Financial Offer: Option One
- B. The following exceptions to the Exhibits are agreed to by the parties:
 - a. Exclusivity Clause
 - i. County grants Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications through Contract's inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities. Unless expressly permitted by an agreement, 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, Contractor will be the sole and exclusive provider of inmate-related communications governed by and name in this Agreement, whether

fixed, mobile, or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, debit calling, and eMessaging) and inmate software applications by and named in this Agreement (e.g., automated grievance filing system, law library, etc.) at all existing and future adult correctional facilities under the authority of County and in lieu of any other inmate communications.

- C. In the provision of Applications, Contractor shall meet or exceed the requirements of the advertised bid specifications of Contractor's Submission to RFP 24-044 dated April 9, 2024 unless requirements are modified as stated in this executed document or in accordance with the "Modifications and Waivers" section of this Agreement.
- D. At least once every six (6) months, Contractor will provide a training session for County's staff that addresses how to use the System, advances and upgrades to technology, and any other matters that have created issues in the effective use of the System. Contractor shall provide user manuals as needed and each time that manuals are updated.
- E. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Fiscal Funding Clause

- A. Contractor will be responsible for the payment of all expenses and fees associated with the performance of the Applications under this Agreement, including but not limited to wages, salaries, labor, services, materials, supplies, transportation, communications licensing and inspection, insurance, and bonds.
- B. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules. Prices and costs are exclusive of any taxes or fees. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Contractor reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to County by Contractor until Contractor is paid in full. To the extent permitted by applicable law and regulation, Contractor reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing

12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Contractor reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Contractor's current costs directly related to the provision of Applications under this Agreement.

- C. Contractor acknowledges that County's obligations under this Agreement are expressly contingent upon the availability of funding for each item or obligation during the Term of this Agreement. Contractor shall have no right of action against County in the event County is unable to fulfill its obligation 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 Contractor at the earliest possible time prior to the end of County's fiscal year.
- D. County will provide Contractor with sixty (60) days advanced written notice of such non-appropriation termination. Contractor shall not be entitled to lost or anticipated profits should County exercise termination for non-appropriation of funds. County will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. County will pay such refund within 60 days after such termination or at Contractor's election and advance written notification to County, Contractor may deduct the refund from any commission owed to County.
- E. Uncontrollable Circumstance. The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the County in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond Contractor's control (including, but not limited to, a change in the scope of Contractor's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions County takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact Contractor's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to Contractor's pricing or modification of the Application offerings under the Agreement. Contractor will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of Contractor to adjust pricing set forth in this Agreement. Further, County acknowledges that Contractor's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Contractor may take any steps necessary to perform in compliance therewith.
- F. <u>Compliance with FCC Regulations</u>. In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The parties acknowledge that the 2024 FCC Order's requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This

Agreement includes terms to comply with the 2024 FCC Order. Contractor recognizes that the 2024 FCC Order is currently the subject of multiple legal actions and there is the potential for its requirements to change during the course of the Agreement. If any such changes occur during the term of Agreement, Contractor and County will negotiate in good faith new terms addressing the changes.

Section 4. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. Except as otherwise stated in this Agreement, the rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 5. Term and Termination

- A. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date, as hereinafter defined, and will end on March 31, 2028, unless terminated sooner as provided herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will continue to apply to each Schedule for so long as Contractor continues to provide the Application to County after the expiration or earlier termination of this Agreement.
- B. 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 the obligations in the section entitled "Confidentiality", 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 Contractor 90 days notice.
- C. In the event of early termination, County will, however, refund the prorated amount of the Total Cost as set forth in the attached Schedule. County will pay such refund within 60 days after such termination, or, at Contractor's election, Contractor may deduct the refund from any commission owed to County.

Section 6. <u>Inspection of Books and Records</u>

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor upon reasonable prior written notice, during normal business hours, and at County's expense, for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 7. Insurance

- A. Prior to commencement of the Scope of Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Scope of Services commence until Scope of Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Scope of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - 5. Cyber Liability insurance with limits not less than \$1,000,000. Such insurance may be included with Contractor's Professional Liability insurance policy.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period

- will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- F. Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

Section 8. <u>Indemnity</u>

- A. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PROVISION OF APPLICATIONS AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.
- B. County agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against County arising out of or related to operation of the Applications (a "Claim"). Contractor has the right, in its sole and exclusive discretion, to defend any such Claim at Contractor's sole cost, expense, and discretion. County agrees not to compromise or settle any such Claim without Contractor's prior written consent. County acknowledges and agrees to assist Contractor with the defense of any such Claim.
- C. Contractor shall timely report all such Claims to County and shall, upon the receipt of any such Claim, not later than the 15th day of each month; provide County with a written report on each such Claim, setting forth the status of each Claim, the schedule or planned proceedings with respect to each Claim and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- D. Contactor's duty to defend, indemnify, and hold County harmless shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters when they arise.
- E. NEITHER PARTY WILL 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, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN

CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT CONTRACTOR PAID COUNTY DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

- F. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- G. Contractor shall be liable for all subcontractors who may have a contract to perform services under this Agreement and Contractor will indemnify County and hold it harmless from all claims of bodily injury and property damage that may arise from said subcontractor's operations.
- H. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- I. Loss Deduction Clause –County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade Contractor providing such insurance.

Section 9. Confidential and Proprietary Information

- A. Each party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form obtained by a party ("Receiving Party") or its employees or agents from the other party ("Disclosing Party") in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.
- B. Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care the other party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as provided by this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Notwithstanding the foregoing, County understands and acknowledges that Contractor is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). County will not disclose CPNI or Confidential Information to any third party without Contractor's prior written consent. If County receives a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, County agrees to notify

Contractor in writing so Contractor may assert any rights to non-disclosure under the applicable law.

- C. Confidential Information shall not include information that:
 - i. Was in the public domain when disclosed;
 - ii. Entered the public domain subsequent to disclosure, through no fault of the Receiving Party;
 - iii. Was in the Receiving Party's possession free of any obligation of confidence prior to disclosure;
 - iv. Was developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; and
 - v. Was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.
- D. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event a party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. The parties agree to cooperate with each other in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Upon termination of this Agreement or at the other party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matters in Disclosing Party's possession which embody Confidential Information.
- E. The parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this Section and that either party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for injunctive relief in order to prevent any such breach.
- F. Contractor in providing all Applications hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- G. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

H. The System, the Applications, and related records, data, and information (except recorded communications and, if applicable, e-mails, for which County retains ownership) will at all times remain Contractor's sole and exclusive property unless prohibited by law, in which event, Contractor will have the unlimited right of use of such records, data, and information for investigative and law enforcement purposes. Contractor (or Contractor'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 our Applications, the System, and Contractor's other products and services (the "Materials"). Contractor has advised County that 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.

Section 10. Ownership and Grant of License

- A. Ownership of Applications and Grant of License to County. Other than as specifically set forth in the Agreement, Contractor does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Contractor grants County a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "County License").
- B. Additional Terms of County License. In connection with the County License, County agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Contractor's knowledge; (d) it will not connect the Applications to any products that Contractor did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
- C. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, County will own the recordings of communications associated with the Applications (the "County Data"). During this Agreement and for a reasonable period thereafter, Contractor will provide County with access to the County Data. County grants Contractor a limited license to use the County Data 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, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.
- D. <u>Grant of License from County to Contractor</u>. County grants Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional

facilities under County's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Contractor will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of County and to the exclusion of any other third party providing such services, including without limitation, County's employees, agents, or subcontractors.

E. <u>Third-Party Software</u>. The deployment of certain features and functionalities within Contractor's Applications which utilize third-party content or services may require a direct agreement between County and the third party as a condition which must be fulfilled prior to deployment. County's rights to use any such third-party software product will be limited by the terms of the applicable EULA.

Section 11. Independent Contractor

- A. In the performance of the Scope of Services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 12. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Attn: County Judge 401 Jackson, 1st Floor Richmond, Texas 77469

With a copy to: Fort Bend County Sheriff's Office

Attn: Sheriff

1840 Richmond Parkway Richmond, Texas 77469

County

Payment Addresses:

For Applications funded using Inmate Debit and Trust Accounts:

Fort Bend County Detention Facility 1410 Richmond Parkway Richmond, Texas 77469

For Applications funded by Family and Friends:

Fort Bend County

Attn: Fort Bend County Treasurer 301 Jackson Street, Suite 514 Richmond, Texas 77469

Contractor: Securus Technologies, LLC

5360 Legacy Drive

Suite 300

Plano, Texas 75024

Attention: General Counsel

Contractor

Payment Address: Securus Technologies, LLC

5360 Legacy Drive

Suite 300

Plano, Texas 75024

Attention: Accounts Receivable

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 12(A) and 12(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 13. Compliance with Laws

A. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall

- furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- B. Notwithstanding the foregoing, for Applications that allow County to monitor, record, investigate, or analyze communications, County represents and warrants that it will operate such Applications in compliance with all applicable laws, and Contractor makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of County's non-compliance with applicable laws. County may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. County acknowledges and agrees that County has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Contractor has no discretion, authority, or responsibility to make such designations, <u>unless done so at County's instruction</u>. Further, to the fullest extent allowed by applicable law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that County should have but failed to designate as Private.

Section 14. Express Warranties and Disclaimer

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Applications provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Applications will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A (FBC RFP 24-044).
- C. Contractor will provide the maximum warranty offered by the manufacturer (not less than one year). Warranty will begin after installation is complete, the System has been fully tested and operational and has been accepted by County.
- D. Contractor warrants that it owns all right, title, and interest in and to the Applications or has obtained rights in such Applications sufficient to grant the licenses granted to County under this Agreement.
- E. Express Warranty for Hardware and Software Deployed and Owned By Contractor. For hardware and software deployed and owned by Contractor and provided to County pursuant to the Agreement, Contractor agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Contractor is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and County shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. County will be charged for repair costs incurred due to Breakage, up to the amount of

replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the County. County agrees to promptly notify Contractor in writing after discovering any damage due to Breakage. Contractor will have no obligation to repair or maintain such hardware or software, if the Applications are, without Contractor's knowledge and approval, interfaced with other devices or software owned or used by County or a third party, or if the Applications are otherwise damaged as a result of County's actions.

- F. Express Warranty for Hardware and Software Purchased and Owned By County. For hardware and software purchased from Contractor and owned by County pursuant to the Agreement, Contractor warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Contractor makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Contractor make any warranty as to any such materials that County has repaired or altered in any way. County will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the applicable equipment. Such charges will be deducted from the next commission payment or invoiced to the County. When express warranties are applicable, Contractor will replace the applicable materials at no cost, which is County's sole remedy in connection with a claim pursuant to this section.
- G. Express Warranty for Services Provided. Contractor warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Contractor will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 15.
- H. <u>Disclaimer of Warranties</u>. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 14 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

Section 15. Service Level Agreement

Contractor will provide service for the Applications as specified at https://securustechnologies.tech/servicelevelagreement/.

Section 16. Assignment and Delegation

- A. Except for assignments to Contractor's affiliates or to any entity that succeeds to Contractor's business in connection with a merger or acquisition, neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.

C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 18. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Scope of Services hereunder without the express written permission of County, except where required to do so by law.

Section 22. 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, failure of a third party's performance, failure, 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 will use reasonable efforts to remove such causes of non-performance.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

It is the intent of the parties that the Agreement and its exhibits shall be read as one harmonious document. However, in the event there is a conflict between or among any of the

elements of the Agreement, the parties agree that conflicting provisions will be given effect in the order of precedence shown below:

FIRST: THIS EXECUTED DOCUMENT TITLED AGREEMENT FOR

SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS

SECOND: EXHIBIT A: FBC RFP 24-044 SOLICITATION DOCUMENT

THIRD: EXHIBIT B: CONTRACTOR'S SUBMISSION TO RFP 24-044

DATED APRIL 9, 2024

FOURTH: EXHIBIT C: SECURUS FINANCIAL OFFER: OPTION ONE

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

Section 27. <u>Electronic and Digital Signatures</u>

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Section 28. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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[Agreement Continued on Next Page]

APPLICATION SCHEDULE

PERSONNEL

- 1. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- 2. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- 3. Contractor will provide County with two full-time on-site technicians during the Initial Term of the Agreement as follows:
 - a. The first on-site technician will be responsible for performing maintenance and other similar duties directly related to Contractor's Secure Call Platform ("SCP") that are necessary to ensure that incarcerated end-users are able to place telephone calls originating from County (the "SCP On-Site Technician"). The parties agree that the SCP On-Site Technician's services will be limited to those the Federal Communications Commission ("FCC") has determined are "used and useful" in the provision of incarcerated person communications services, and that the SCP On-Site Technician will not perform safety and security functions that the FCC has determined are not "used and useful" in the provision of incarcerated person communications services.
 - b. The second on-site technician will be responsible for performing maintenance and other similar duties related to Contractor's incarcerated person tablet program only (the "Tablet On-Site Technician"). The parties agree that the Tablet On-Site Technician's services will be limited to Contractor's tablet program, and that the Tablet On-Site Technician will not perform services related to Contractor's Secure Call Platform or Securus Video Connect platform, including those services the FCC has determined are not "used and useful" in the provision of incarcerated person communications services.

INMATE TELEPHONE SERVICE (ITS)

<u>Secure Call Platform:</u> Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows County to (a) limit the duration of calls; (b) maintain call detail records; (c) shut the System on or off; (c) allow free calls; (d) monitor and record calls; and (e) prevent monitoring and recording of private calls. Contractor will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions.

<u>Equipment</u>. Contractor will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

<u>Telephone Call Cost</u>. Contractor will charge \$0.07 per minute call-rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

No Cost Calls. Contractor will provide 1 call to each incarcerated end user per week at no cost to the incarcerated end user. No cost calls are non-transferable between incarcerated end users and non-cumulative from week to week.

<u>Securus Debit</u>. SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Contractor's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account, funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call. Contractor will invoice County on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt.

SECURUS VIDEO CONNECT

Securus Video Connect ("SVC") is a web-based video conference system that allows individuals to schedule and participate in video sessions with incarcerated individuals. SVC runs on the ConnectMe App ("ConnectMe"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectMe Applications").

Contractor will deploy SVC on the deployed tablets or an agreed number of tablet docking stations at no additional cost to County.

Contractor will deploy its Video Connect, Phone Call, Forms (Grievance), Handbook (.PDF), Third Party Vendor Commissary, Website Education (URL), Videos (.MP4), Self-Op Commissary Ordering, Emergency Visitation, Job Search, and Law Library ConnectMe Applications at no additional cost.

Additional ConnectMe Applications may be deployed by mutual agreement of Contractor and County. If applicable, Contractor will deploy a third party vendor commissary Application, once an agreement has been executed by and between Contractor and County's commissary operator for such application. Contractor will not charge an integration fee, but County is responsible for any Jail Management System (JMS) and commissary integration fees if charged by those providers.

County also agrees to implement the following additional requirements:

- 1. County agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
- 2. County will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.
- 3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Contractor and County agree to negotiate in good faith regarding additional compensation for Contractor.

<u>Video Call Costs</u>. Contractor will charge \$0.12 per minute call-rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. If County wishes to offer free video calls, Contractor will invoice County the per minute call-rate. It is County's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by County), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Contractor is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by County or from outside sources. <u>County and Contractor acknowledge and agree that County's visitation policy with respect to in-person visits is solely within County's discretion</u>.

TABLETS

Contractor will offer personal rental tablets with premium content to the incarcerated end users.

<u>Premium Content</u>. Premium content may include, but is not limited to, songs, games, movies, and television episodes. County understands and acknowledges that premium content is subject to availability and may change at Contractor's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If County provides content for Contractor to display on the tablets, County represents and warrants that it has obtained all necessary licensing and rights to display such content. Contractor is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by County or from outside sources.

<u>Tablet Cost and Compensation</u>. For the 12-month period following the Effective Date, Contractor will offer to the incarcerated end user personal rental tablets at a rate of \$5.00 per tablet per month plus applicable taxes, tariffs, fees, and surcharges. Contractor will pay County 25% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes, tariffs, fees, and surcharges. Contractor will remit the payment for a calendar month to County on or before the 30th day after end of the calendar month ("Payment Date"). All payments will be final and binding unless Contractor receives written objection within 60 days after the Payment Date. The subscription fee and premium content fees can be paid by using either Securus Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 rental rate and/or commissions earned if, after the initial 12-month period, Contractor's tablet-related costs exceed the revenue generated.

<u>Earbuds</u>. County may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to County under the Agreement. County is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Contractor may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by County, Contractor will work with County's commissary provider to facilitate the sale of earbuds. County will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Contractor.

TABLETS TERMS AND CONDITIONS:

<u>County Warranty</u>. County represents and warrants that it will not provide tablets to incarcerated individuals whom County knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

<u>Tablet Inventory Addendum</u>. The Tablet Inventory Addendum attached to this Agreement is incorporated to the terms and conditions of this Agreement by this reference.

<u>Nature of Premium Content Service</u>. County understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

<u>Use of Investigator Pro and Earbuds</u>. County further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ has only been tested with Contractor's certified earbuds. If County elects to sell alternative earbuds, County may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, County will refrain from the sale or distribution of earbuds with a microphone other than Contractor's certified earbuds.

<u>Disclaimer of Warranties</u>. Contractor does not make and hereby disclaims any warranty, express or implied, with respect to the tablets. Contractor does not guarantee or warrant the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the tablets. In no event will contractor be liable for any indirect, incidental, or consequential damages, however arising, incurred by county or end user from receipt or use of the tablets or the unavailability thereof.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, COUNTY HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO COUNTY'S OR INCARCERATED INDIVIDUALS' MISUSE OF THE TABLETS.

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

| Type of Message | Number of Stamps | <u>Notes</u> |
|------------------|------------------------|--|
| (When Available) | _ | |
| Text Message | 1 stamp per message | |
| Photo | 1 stamp per photo | Limit of 5 photos / eMessage; 3 MB / photo limit |
| eCard | 1 stamp per eCard | Limit of 5 eCards / eMessage |
| VideoGram | 3 stamps per VideoGram | |
| Prepaid Reply | 1 stamp per reply | Only 1 reply - eMessage allowed |

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Contractor's technologies as agreed by County and Contractor.

With County's agreement, Contractor may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. County understands and acknowledges that eMessaging is a requirement for Tablet deployment.

County is solely responsible for reviewing and approving each message, including (if applicable and permitted by County) any attachments. Contractor will use machine translation to translate eMessages written in Spanish into English for the sole purpose of County review. County acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Contractor makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Contractor will provide eMessaging at no cost to County. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus transaction fees and applicable taxes) |
|--------------------------|---|
| 5 | \$2.50 |
| 10 | \$5.00 |
| 20 | \$10.00 |
| 50 | \$25.00 |

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus transaction fees and applicable taxes) |
|--------------------------|---|
| 1 | \$0.50 |
| 2 | \$1.00 |
| 5 | \$2.50 |
| 10 | \$5.00 |

Stamp Book Prices hereunder may be adjusted at any time upon 30 days' prior written notice to County.

Contractor will pay County a commission of 10% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes, tariffs, fees, and surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Contractor will remit the payment for a calendar month to County on the Payment Date. All payments will be final and binding unless Contractor receives written objection within 60 days after the Payment Date.

SECURUS TEXT CONNECT

<u>DESCRIPTION</u>: Securus' Text Connect Application ("STC") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and

an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the STC functionality through Contractor's tablets. Contractor will provide STC at no cost to County. STC includes an integrated agency interface as part of NextGen SCP that County can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated individual for a period of 60 days, but available to County for up to 60 months; County is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

Word Alert (STC) Description: Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform that allows investigators to search text transcripts for specified words and phrases. It also enables investigators to request English translations of transcripts that are in some other languages. Word Alert features are also available for use with phone calls and video connect sessions, however, the Word Alert functionality deployed in this Authorization is limited to STC only and does not include review of phone calls or video connect sessions. Word Alert (STC) will be deployed at County's option.

<u>COMPENSATION</u>: Contractor will provide Text Connect at no cost to County. Friends and family members can purchase agency-specific text packages as follows:

| Connects Package Pricing | | | | Package Usage | | | | | |
|---|---------------------------|------------------------|---------------------------------------|-------------------------|----------------------------------|------------------------------|--|----------------------------|---|
| 1 Text = 10 Connects 1 eCard = 20 Connects | Base Packag e Price | Agency % of Base | Agency Charge Paid To County | Trans- action Fee | Total Package Price (before tax) | Base Price Per Text | Total Price Per Text (before tax) | Base Price Per eCard | Total Price Per eCard (before tax) |
| 500 | \$5.00 | 25% | \$1.25 | \$3.75 | \$10.00 | \$0.10 | \$0.20 | \$0.20 | \$0.40 |
| 1000 | \$9.50 | 25% | \$2.38 | \$3.75 | \$15.63 | \$0.10 | \$0.16 | \$0.19 | \$0.31 |
| 2000 | \$18.00 | 25% | \$4.50 | \$3.75 | \$26.25 | \$0.09 | \$0.13 | \$0.18 | \$0.26 |
| 4000 | \$32.00 | 25% | \$8.00 | \$3.75 | \$43.75 | \$0.08 | \$0.11 | \$0.16 | \$0.22 |

At Contractor's sole option, the pricing described herein may also be adjusted upon 30 days' prior written notice to County. Contractor will remit the payment for a calendar month to County on or before the Payment Date. All payments will be final and binding unless Contractor receives written objection within 60 days after the Payment Date.

AUTOMATED INFORMATION SERVICES

Contractor will provide the Automated Information Services (AIS^{TM}) as described herein. Once Facility staff has uploaded all required information, the system is able 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; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

Automated Information Services is configurable to meet the specific needs of County's facility. The standard AIS options include automation of inmate and Facility information to (1) constituents who call County's existing main telephone number; and (2) inmates at County's facility using the inmate telephone system. The following options (the "Additional AIS™ Options"), which are required in order to be eligible for the No Cost Option, below, are currently available for AIS: (1) ability to open or fund a Securus pre-paid telephone account (AdvanceConnect); (2) ability to fund an inmate phone account

(Inmate Debit where available); (3) ability to supplement inmate deposit services by funding an inmate trust account; and (4) ability to leave a voice mail (AIS™ Jail Voicemail). The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

County understands and agrees that Contractor may, upon future release, expand AIS to include additional constituent notification services or Additional AIS Options upon 30 days advance written notice. Contractor also offers customized AIS development options based on the terms at https://www.securustechnologies.com/ais-terms-and-conditions, which are incorporated herein by reference.

County represents and warrants that it is legally authorized to allow Contractor to deploy the Automated Information Services (AIS $^{\text{\tiny{M}}}$) as agreed and described herein.

For any months during the Term where County does not comply with the conditions in the foregoing paragraph, County agrees to pay Contractor the greater of \$300.00 per month or \$2.00 times the facility ADP specified below per month for AIS^{TM} , which will be payable through a commission deduction or, in the event commissions earned are less than the cost, County may be sent an invoice.

<u>Integration Fees</u> – Contractor will not charge integration fees, but County will be responsible if a vendor charges such a fee.

<u>AIS™ Jail Voicemail</u> – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Contractor will pay to County each month. AIS™ Jail Voicemail is not subject to any other compensation.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of County. County's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at https://securustechnologies.tech/ipro-terms-and-conditions/, incorporated herein by reference.

Contractor will invoice County \$9,611.00 monthly for the provision of this Application. Invoices are due and payable 30 days from invoice date.

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software (DMC) allows authorized Contractor staff or authorized County staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through DMC, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with DMC for increased administrative oversight.

<u>Contractor Processed and Delivered</u> – Contractor will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if

desired, County approval, Contractor will distribute the electronic version of the mail as agreed by County and Contractor. Contractor will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). County will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Contractor receives such items, they will be returned to their sender. If Contractor receives mail addressed to a recipient no longer at County's facility, such mail will be returned to its sender. At County's option, physical mail may either be destroyed after 60 days or forwarded to County (at County's cost), at County's preference. If County elects to withhold mail from delivery to a recipient or directs Contractor to destroy mail per this Schedule, the County is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

Neither Contractor nor County will process any mail through DMC that originates from an attorney's office or is otherwise legally private or privileged. If Contractor receives mail originating from an attorney's office or other private/privileged establishments, Contractor will return it to its sender.

All electronic information associated with the mail, including sender name, time, date, and address along with the scanned images will be stored for the term of the Agreement.

Contractor will provide DMC at no cost to the County.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- 1. <u>Applicability</u>. These terms of use specifically apply, if deployed pursuant to the Agreement, to Investigator Pro, THREADS, ICER, Word Alert, Guarded Exchange Services, Securus Digital Mail Center, and the investigative features of any other Contractor product (collectively, the "Selected Applications").
- 2. <u>County Warranty</u>. County will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to County's access to and use of information obtained in connection with or through the Selected Applications. County acknowledges and understands that County is solely responsible for its compliance with such laws and that Contractor makes <u>no</u> representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Contractor will have no obligation, responsibility, or liability for County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to County by virtue of its use of the Selected Applications. To the fullest extent allowed by law, County agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out County's non-compliance with applicable laws.
- 3. Conditional Use of Selected Applications. Contractor reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Contractor determines in its sole discretion that the Selected Applications and/or County's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate County's access to the Selected Applications and shall have no further liability or responsibility to County with respect thereto.
- 4. <u>Accuracy of Transcription, Translation, and Analytical Services</u>. For Selected Applications which provide transcription, translation, or analysis of communications or information, County

understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "AS IS." County acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Contractor does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

- 5. <u>Disclaimer of Warranties</u>. COUNTY UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." CONTRACTOR AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL CONTRACTOR AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
- 6. <u>Limitation of Liability</u>. CONTRACTOR WILL HAVE NO LIABILITY TO COUNTY (OR TO ANY PERSON TO WHOM COUNTY MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR COUNTY'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CONTRACTOR, 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 SELECTED APPLICATIONS, 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, WILL NEVER EXCEED \$10,000. COUNTY COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM CONTRACTOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF COUNTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, COUNTY HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO COUNTY'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY COUNTY TO CONTRACTOR RELATED TO THE SELECTED APPLICATIONS.

[Remainder of Page Intentionally Left Blank]

[Agreement Continued on Next Page]

TABLET INVENTORY ADDENDUM

- 1. <u>Breakage</u>. Contractor is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Contractor in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). County agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including, but not limited to replacement cost which is currently up to \$129.99 plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the County will deduct such amounts from the applicable End User's trust account and remit to Contractor, or Contractor may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Contractor, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by County and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus account until Contractor has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward County's replenishment allowance provided below in Section 5. County agrees to promptly notify Contractor in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Contractor's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
- 2. Return of Tablets Upon Contract Termination/Expiration. Upon the termination or expiration of the contract between County and Contractor, County will ensure that all Contractor tablets at County's facility(ies) are returned to Contractor. Contractor will give County instructions for the return of tablets. County may be billed for the replacement cost of unreturned tablets.
- 3. Return of Tablet Upon Release. County is responsible for the collection and return of the End User's tablet to Contractor's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Contractor's on-site staff at the designated location. If a tablet is not returned prior to release, County will place a lien on the End User's trust account or Contractor may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward County's replenishment allowance provided below in Section 5. If such replenishment allowance has been exhausted, then County may be billed for the replacement cost for such tablet. County is responsible for updating its data integration files and data feeds to provide Contractor with accurate information regarding the current population for provisioning. Contractor may request reports from County regarding the release and transfer status of its population for reconciliation at any time.
- 4. Return of Unused Tablets. County is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Contractor monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Contractor. Contractor will provide a list to County of any tablets not actively used. County will either ensure any such device that is not actively used is made active (synced or put into use on Contractor's network) or collect such device and return it to Contractor. If any unutilized tablets are not made active or returned to Contractor, such tablet(s) will count toward County's replenishment allowance provided in Section 5 below.

- 5. Replenishment Allowance: County will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order. This means County may receive free of charge annually up to 10% of: tablets issued less the number of tablets that have been returned or paid for. This allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the 10% allowance has been used for any applicable year, County must pay for any additional tablets that are issued at replacement cost. This replenishment allowance is applied by County. The replenishment rate will be adjusted annually on June 1 based on ADP reported by County. County may request an adjustment to its replenishment allowance based on unexpected ADP changes. County may be required to provide supporting information regarding such request.
- 6. Tablet User Fee. A monthly tablet user fee may be assessed to each End User in the amount of \$5.00 upon mutual agreement of the parties. Such amounts will be billed to End Users and the Contractor may, as allowed by applicable law or regulation, deduct funds from the End User's Securus account, or County will deduct such amounts from End User accounts and remit to Contractor. Should an End User fail to pay the tablet user fee, premium applications for the applicable tablet(s) may be disabled by Contractor until all past due tablet user fees for such End User account have been paid. Not all tablet applications may be available without a premium subscription, and Contractor has the right to determine which applications are considered premium tablet applications. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party.

| FORT BEND (| COUNTY | SECURUS TECHNOLOGIES, LLC | | |
|--|--|--|------------|--|
| | | A. F. | 03.11.25 = | |
| KP George Cou | unty Judge | Authorized Agent- Signature | | |
| | | Kevin Elder | | |
| Date | | Authorized Agent- Printed Name | | |
| ATTEST: | | President | | |
| | | Title | | |
| | | 3/17/2025 | | |
| Laura Richard | , County Clerk | Date | | |
| APPROVED: Eric Fagan, She | eriff Tages | | | |
| | AUD | DITOR'S CERTIFICATE | | |
| | by certify that funds are ava tion of Fort Bend County un | ailable in the amount of \$ to acconder this contract. | mplish and | |
| | | Robert Ed Sturdivant, County Auditor | | |
| Exhibit A: Exhibit B: Exhibit C: | FBC RFP 24-044 solicitation Contractor's Submission t Securus Financial Offer: O | to RFP 24-044 dated April 9, 2024 | | |

i:\agreements\2025 agreements\purchasing\sheriff's office\securus technologies, inc (25-so-100032)\agmt for inmate tech systems (kcj - 8.29.2024) v2 9.20.2024 v3 3.11.2025

Exhibit A FBC RFP 24-044 Solicitation Document

(Follows Behind)

COUNTY PURCHASING AGENT

Fort Bend County, Texas



(281) 341-8640 Fax (281) 341-8645

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci

Assistant County Purchasing Agent

**Addendum 2, 3/26/24
Fort Bend County, Texas
Request for Proposals



Term Contract for Inmate Technology Systems RFP 24-044

SUBMIT SEALED PROPOSALS TO:

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

**SUBMIT NO LATER THAN:

**Tuesday, April 9 2 March 26, 2024 2:00 PM (Central)

LABEL SEALED ENVELOPE/BOX:

RFP 24-044 INMATE TECHNOLOGY

ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Result will be provided, upon request, after final agreement is approved by Commissioners Court.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- > Submit response in accordance with requirements stated on the cover of this document.
- > DO NOT submit responses via email or fax.

Prepared: 02/15/24 Issued: 03/03/24



COUNTY PURCHASING AGENT Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

| i dichasing rigent | | | | | , |
|--|---|---------------------------|---|---------------|----------|
| Legal Company Name | | | | | |
| (top line of W9) Business Name | | | | | |
| (if different from legal name) | | | | | |
| (ir uniterent from regar name | Corporation/LLC | | Partnership | Age in Bu | isiness? |
| Type of Business | Sole Proprietor/Inc | dividual | Tax Exempt | | |
| Federal ID # or S.S. # | | | SAM.gov Unique Entity ID # | | |
| SAM.gov CAGE / NCAGE | | | | | |
| Publicly Traded Business | No Ye | es Ticker Sy | mbol | | |
| Remittance Address | | | | | |
| City/State/Zip | | | | | |
| Physical Address | | | | | |
| City/State/Zip | | | | | |
| Phone Number | | | | | |
| E-mail | | | | | |
| Contact Person | | | | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterpr SBE-Small Business Enterprise HUB-Texas Historically Underutilize WBE-Women's Business Enterprise | ed Business | Certification # Certification # Certification # | _ | Exp Date |
| Company's gross annual | <\$500,000 | \$500,000 | 0-\$4,999,999 | | • |
| receipts | \$5,000,000-\$16,999,999 | \$17,000,000-\$22,399,999 | | >\$22,400,000 | |
| NAICs codes (Please enter all that apply) | | | | | |
| Signature of Authorized Representative | | | | | |
| Printed Name | | | | | |
| Title | | | | | |
| Date | | | | | |

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals")("RFP") from qualified firms ("Respondent") who can provide an inmate phone system, video visitation system, inmate tablet system, multi-function inmate kiosks with a variety of software applications, and a monetary transaction kiosk solution for the public lobby and inmate booking areas ("Project") at the Fort Bend County Jail ("Facility"), in accordance with the terms, conditions and requirements set forth in this Request For Proposals.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytx.gov

**4.0 SUBMISSION REQUIREMENTS:

**4.1 Submission requirements: one (1) original proposal, six (6) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of 2:00 PM on Tuesday, April 9 2 March 26, 2024. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide as stated herein is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County Proposal Number: R24-044

Purchasing Department **Due Date: Tuesday, April 9 2 March 26,

2024

301 Jackson, Suite 201 Time: 2:00 PM (CST)

Richmond, Texas 77469 For: Inmate Technology System Services

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Vendor unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 MANDATORY PRE-RFP CONFERENCE:

A pre-RFP conference will be conducted on **Tuesday, March 12, 2024 at 9:00AM** (CST) at the Fort Bend County Sheriff's Office, 1410 Richmond Parkway, Richmond, TX 77469. A site visit will immediately follow. Due to the nature of this project, the pre-RFP conference is **MANDATORY**. It is necessary for all interested vendors to view the site. This is the only date and time vendors will be permitted to view the site.

6.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 6.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, March 18, 2024 at 9:00 AM. (central).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 6.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

**7.0 TENTATIVE PROCUREMENT SCHEDULE:

Release of RFP: March 3, 2024
Mandatory Pre-RFP and Site Visit: March 12, 2024
Deadline for Questions: March 18, 2024

**Submission Due Date: April 9 2 March 26, 2024

**Evaluation of Submissions: Week of April 22 1, 2024

**Commissioners Court Permission to Negotiate: May 14 April 9, 2024

**Negotiations: Beginning May 15 April 10, 2024

**Final Contract Approval Commissioners Court: June 11 May 14, 2024

8.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

9.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

10.0 ACCEPTANCE:

- 10.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 10.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 10.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the

initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Vendor certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.

14.0 LIMITS OF SUBRESPONDENTS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.
- 14.2 Any dispute between the Respondent and subcontractor(s), including any payment dispute, will be promptly remedied by the Vendor. Failure to promptly remedy or to make prompt payment to the sub-respondent may result in the withholding of funds from the Vendor by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA):

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subrespondents to insure that the County maintains a drug-free workplace.

19.0 TEXAS ETHICS COMMISSION FORM 1295:

19.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

19.2 On-line instructions:

- 19.2.1 Name of governmental entity is to read: Fort Bend County.
- 19.2.2 Identification number use: RFP 24-044.
- 19.2.3 Description is: <u>Inmate Technology</u>.
- 19.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the respondent does not provide the document in the stated time period the respondent's response will be marked as disqualified and the next highest evaluated respondent will be contacted.

20.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 20.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 20.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

21.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

22.0 INSURANCE:

22.1 All respondents shall submit, with response, a <u>current</u> certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 22.2.5 Cyber Liability insurance with limits not less than \$1,000,000. Such insurance may be included with Contractor's Professional Liability insurance policy.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, the contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective

date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in a form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause Fort Bend County shall be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade respondent providing such insurance.

24.0 REQUESTED PRODUCTS AND SERVICES:

The County requests a proposal for all of the below-listed products and services. The County is searching for a vendor that can provide a single interface to accommodate as many inmate communication products and services as possible. Respondent shall include each product and/or service in their response with a separate section for each product and/or service. Respondent shall clearly state whether they will provide each requested product and/or service with explanations for any unavailable products, services, or features. Individual Respondents will not be disregarded solely on their inability to provide a particular product and/or service. The County may exclude any individual product or service for which the County determines no acceptable response was received.

25.0 SCOPE OF WORK:

The purpose of this RFP is to make available to the designated inmate population access to a variety of technology products and services.

- 25.1 Inmate telephone system, inmate and public video visitation system, a wireless inmate tablet system, inmate multi-function kiosk solution, and a monetary acceptance kiosk solution will be installed and available based on schedules managed by the County.
- 25.2 Access to all systems will be supervised and monitored by County staff. Systems furnished shall be of advanced technology with state-of-the-art equipment provided.
- 25.3 The County requires a concession-type contract whereby the Respondent provides all inmate and public equipment and services without any cost to the County and pays an agreed-upon commission percentage of gross revenue generated from usage determined by the final contract.
- With the exception of any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures, all equipment and software provided by the Respondent shall remain the property of the Respondent. All equipment and software provided, including any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures shall remain the responsibility of the Respondent for maintenance purposes.

26.0 GENERAL INFORMATION:

- 26.1 Respondent to provide data necessary for the evaluation of competitive proposals.
- 26.2 Services are to include: AIS (automated information service), Inmate Telephone Control System, Inmate Telephones, Public Telephones, Video Visitation Control

System, Inmate Video Visitation Terminals, Public Video Visitation Terminals, Remote Video Visitation Software and Applications, Inmate Tablet Control System, Inmate Tablets, Inmate Multi-Function Kiosk Control System, Inmate Multi-Function Kiosks, Inmate Multi-Function Kiosk Software and Applications, Monetary Transaction Acceptance Kiosk Control System or Integration, Monetary Transaction Acceptance Kiosk for Jail Lobby, and Monetary Transaction Acceptance Kiosk for Inmate Booking Area, Digital Mail Processing, Inmate Messaging, and Inmate Voice Mail.

- 26.3 County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Respondent owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Respondent is required to retain total liability for the system. At no time will County be responsible or accept liability for any Respondent owned items.
- 26.4 Respondent will assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the system, installation, maintenance and training. Respondent required to assume responsibility for all services obtained under contracts resulting from this RFP.
- 26.5 Respondent must comply with any mandatory licensing requirement. Respondent must state that, if selected, will furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state or federal, and that all permits or licenses required for installation will be obtained without cost to County.

27.0 INDIVIDUAL UNIT REQUIREMENTS:

27.1 The locations and number of individual units initially required are listed below but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Respondent must agree to adjust the number of individual units or to relocate existing units as needed at no cost to the County. Additionally, individual unit requirements may vary based on the individual units' ability to perform multiple functions.

27.2 Facility list and number of individual units required:

| Facility | Address | ADP | # Inmate Phones | # Public Phones | # Inmate VV | # Public VV | # Inmate Tablets | # Officer Tablets | # Multi- Function Kiosks | # Money Kiosks |
|-----------|-----------|-----|--------------------|-----------------|-------------------|-------------------|------------------------|-------------------------|--------------------------------|----------------------|
| | | | | | Units | Units | | | | |
| Adult | 1410 | 900 | | | | See Ex | xhibit 1 | | | |
| Detention | Richmond | | | | | | | | | |
| Center | Parkway, | | | | | | | | | |
| | Richmond, | | | | | | | | | |
| | TX 77469 | | | | | | | | | |
| Juvenile | 122 | N/A | | | | See Ex | xhibit 2 | | | |
| Detention | Golfview, | | | | | | | | | |
| Center | Richmond, | | | | | | | | | |
| | TX 77469 | | | | | | | | | |

28.0 TECHNICAL SPECIFICATIONS (TELEPHONES):

28.1 <u>Telephone service requirement</u>: The system must be capable of providing local, inter-LATA, intra-LATA, and international telephone service to inmates.

28.2 <u>Telephone hardware requirements:</u>

- 28.2.1 Suitable for inmate environment: The Respondent is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each telephone is to be a non-coin, "dumb" type unit that is tamper-resistant. Equipment must not contain any external removable parts.
- 28.2.2 Volume control: All inmate telephones will have adjustable volume control.
- 28.2.3 TDD/TTY compatible: Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.
- 28.3 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
 - 28.3.1 <u>Automated direct call processing</u>: Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international calls will be allowed. The system shall require a

positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

- 28.3.2 <u>Pre-Pay Calling Service:</u> In addition to traditional collect call service, County requires that the Respondent provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Respondent. The Respondent to describe their proposed Pre-Pay Calling Option to include at a minimum their proposed approach to the following:
 - Customer Service
 - Payment/Account Replenishment Options and Methods
 - Billing Options and Methods
 - Balance Notification
 - Supported Call Types (Local, IntraLata, etc.)
- 28.3.3 Real-Time Called Party Prepaid Account Set Up Method: At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.
- 28.3.4 <u>International Calling:</u> Respondents shall describe the system's method for the completion of international calls outside of the North America Dialing Plan.
- 28.3.5 <u>User-Friendly Voice Prompts:</u> The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.
- 28.3.6 <u>Restricted Incoming Calls:</u> The system shall restrict incoming calls, allowing outgoing calls only.
- 28.3.7 <u>Call Restriction Capabilities:</u> The system shall have the capability to restrict area code, exchange, single number or range of numbers. The

system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888. 700. 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed.

- Name Recording Capability: The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1st) call attempt or by the Respondent's provided administrative personnel. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.
- 28.3.9 <u>Disallowance of Chain Dialing and Secondary Dial Tones:</u> The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.
- 28.3.10 <u>Services for the Hearing Impaired:</u> The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must also be capable of providing video relay services, as well as call restrictions, for hearing impaired inmates using a video relay device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through both devices. The system should also have the capability to record the call and convert it to text so that it can be stored and reviewed via the inmate telephone system user interface. Explain how the proposed system meets these requirements.
- 28.3.11 Three-Way Calling Detection: The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.
- 28.3.12 <u>Inmate Crime Tip Line:</u> The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.
- 28.3.13 Reverse Lookup: The system must provide, at no cost to the County, a mechanism for looking up the name and address of a called-to telephone number for a call in progress, a call attempt, or a completed call. Name and address information must be reported in text and

displayed on a map.

- 28.3.14 <u>IVR:</u> The proposed system must provide an automated answering service. Respondents must provide a solution for all incoming calls to a desired phone line. This service will provide assistance for general public callers with frequently asked questions. The Respondent will partner with the County on the necessary features, functionality and interface. There shall be no cost to the County for this feature.
- 28.3.15 <u>Multi-Language Enabled:</u> All systems should incorporate the ability to operate in as many language options as possible.
- 28.3.16 <u>Flexible Account Funding:</u> Inmates should have the ability to purchase all available services, including but limited to: phone time, e-message tokens or stamps, video visitation, e-cards, through a third party commissary application.

29.0 TECHNICAL SPECIFICATIONS (VIDEO VISITATION):

- 29.1 <u>Video visitation service requirement</u>: The system must be capable of providing onsite and remote video visitation service. The system must be capable of retaining recorded video visits for a minimum of 60 days.
- 29.2 <u>Video visitation hardware requirements:</u>
 - 29.2.1 <u>Suitable for inmate environment</u>: The Respondent is to provide video visitation units that are suitable for an inmate environment, meaning that units are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each unit is to be tamper-resistant. Equipment must not contain any external removable parts.
 - 29.2.2 Volume control: All units will have adjustable volume control.
 - 29.2.3 <u>Adjustable camera angle:</u> All units will have cameras with adjustable angles to allow for short or tall inmates.
- 29.3 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
 - 29.3.1 <u>Visitation processing</u>: The Respondent is to provide a system that processes on-site and pre-paid remote visits automatically using a customizable scheduling function. County personnel must be able to override scheduling for on-demand visits as required. The system

shall require a positive acceptance by the inmate using an assigned PIN. Only after positive acceptance will the inmate and the visitor be allowed to talk. The system shall create and save a visit detail record of all visit attempts, whether accepted or rejected and the fate of the visit shall be noted in the record. County personnel should have the ability to extend the lengths of visits as required if scheduling conflicts do not exist.

- 29.3.2 <u>Attorney Visitors:</u> Approved professional/attorney visitors, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved professional visitors. Individual attorney visitors must be configurable for predefined visit durations as necessary.
- 29.3.3 <u>Free Onsite and Remote Visits:</u> The System shall have the capability to provide free onsite and remote visits to pre-approved visitors who serve a County function.
- 29.3.4 <u>Visitation Networking Requirements:</u> The Respondent is to provide a system that runs all visitation network traffic on a stand-alone network and does not compete for bandwidth with other features and services.
- 29.3.5 <u>Inmate Initiated Visits:</u> Inmate should have the ability to initiate visits to prequalified friends and family and pay for them via the visitation platform or via a third party commissary application.

30.0 TECHNICAL SPECIFICATIONS (TABLETS):

- 30.1 <u>Tablet service requirement</u>: The system must be capable of providing wireless tablet services including multiple software applications.
 - 30.1.1 <u>Tablet Ratio:</u> The system must be able to handle a 1:1 tablet-to-inmate ratio.
 - 30.1.2 <u>Tablet Administrator:</u> Supply a full time, on premise, tablet administrator to coordinate and maintain a 1:1 table program.

30.2 Tablet hardware requirements:

30.2.1 Suitable for inmate environment: The Respondent is to provide tablets that are suitable for an inmate environment, meaning that tablets are equipped with durable housings, any available camera functionality is disabled unless approved by County, and applications shall not access the internet without express knowledge and approval by County. Each tablet is to be tamper-resistant. Equipment must not

contain any external removable parts other than earbud or headphone and tablet case approved by County.

- Volume control: All inmate tablets will have adjustable volume control and will be furnished with one earbud or headphone.
- 30.2.3 RFID Compatible: Tablets should have built in RFID chips compatible with third party vendors such as Guardian RFID.
- 30.3 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
 - Tablet Funding by Friends and Family: The Respondent must provide the ability for friends and family members (Users) to fund tablet rental and/or applicable features via Respondent's website, automated IVR system, and via a customer service representative. The Respondent must allow Users the ability to establish an account directly with the Respondent. The Respondent is to describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.
 - Tablet Funding by Inmate: The Respondent must provide the ability for inmates to self-fund tablet rental and/or applicable features via Respondent's automated IVR system, by using inmate's debit account managed by Respondent, or by using inmate's trust fund account managed by County commissary vendor. The Respondent is to describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.
 - 30.3.3 <u>Standard Applications:</u> The Respondent shall provide a set of standard applications. Standard application set shall include at least the following:

| 30.3.3.1 | Phone |
|----------|----------------------------|
| 30.3.3.2 | Music |
| 30.3.3.3 | Podcasts |
| 30.3.3.4 | Books |
| 30.3.3.5 | Religious Material |
| 30.3.3.6 | Law Library |
| 30.3.3.7 | Inmate Requests/Grievances |
| 30.3.3.8 | Electronic Messaging |
| 30.3.3.9 | Games |

| | 30.3.3.10 Applications geared specifically to Mental Health Consumers | | | | |
|--------|---|--|--|--|--|
| | 30.3.3.11 Commissary ordering integrated with County vendor 30.3.3.12 Inmate mail review with leading vendor 30.3.3.13 All applications available on multi-function kiosk should also be available on tablet. Any exceptions should be explained in RFP response. | | | | |
| | 30.3.3.14 Educational Content 30.3.3.15 Job & Life Skills | | | | |
| 30.3.4 | Additional and Custom Applications: The Respondent shall describe any additional available applications. The Respondent shall describe their ability to provide custom applications as desired by the County. | | | | |
| 30.3.5 | <u>Facility Tablets:</u> The Respondent shall have the capability to provide the County with a sub-set of tablets to be used by the County at the County's sole discretion. The Respondent and County will agree upon the number of facility tablets required. | | | | |
| 30.3.6 | <u>Tablet Network Requirements:</u> The Respondent shall provide each housing unit and select other areas of the facility with wireless network capacity to function effectively with one tablet for every one inmate. County facility includes housing units with up to 56 inmate capacity. Tablet Network must be able to accommodate up to 56 simultaneous connections per area. | | | | |
| 30.3.7 | <u>Tablet Phone Calls:</u> The Respondent's tablet shall allow for phone calls. Tablet phone calls shall be managed by the same tool used for all other inmate phone calls. All phone options and restrictions, including call schedules, shall be available on the tablet phone application. | | | | |
| 30.3.8 | <u>Tablet Backend Management</u> : The system should have an adequate web-based backend management system to assign, track, and manage tablets. | | | | |
| 30.3.9 | <u>Inmate Purchasing of Multimedia Content:</u> Inmates should have the ability to purchase multimedia content directly from a third-party commissary application. | | | | |

31.0 TECHNICAL SPECIFICATIONS (MULTI-FUNCTION KIOSKS):

- 31.1 <u>Multi-Function Kiosk service requirement</u>: The system must be capable of providing multiple secure software applications to inmates.
- 31.2 <u>Multi-Function Kiosk hardware requirements:</u>

- Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts.
- Volume control: All kiosks will have adjustable volume control, if applicable.
- 31.3 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
 - 31.3.1 Electronic Messaging Application: The Respondent shall make available an electronic messaging application for two-way communication between friends and family members and inmates. Electronic Messaging shall perform as a closed-loop system and not permit the inmate to initiate communication via public email or other Electronic Messaging communications shall be public means. initiated by friends and family initially and may be initiated by inmates after the County has approved initial contact. Electronic Messaging should include raw text with the ability to attach standard image file types. Electronic Messaging system shall provide the County the ability to approve all messages, some messages, or no messages as determined by the County. Electronic Messaging service should be a revenue-generating service. Electronic Messaging communications must be printable in a format approved by County.
 - 31.3.2 <u>Commissary Ordering:</u> The Respondent shall make available a Commissary Ordering Application. The Respondent shall create an agreement and integration with County commissary vendor to provide a functional application capable of performing full-function commissary ordering. County's current commissary vendor is Aramark. Agreement and integration shall be completed with no cost to County and shall be updated at no cost to County as commissary vendor changes occur.
 - Inmate Request Application: The Respondent shall make available an inmate request application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. System must provide the ability for multilevel routing that can be modified by County. Status tracking with dashboards and historical reporting capabilities must be available.

All communication made in this application shall be kept for the life of the contract and made available to County upon demand via a reporting tool. Application should allow for documents or pictures to be attached and displayed.

- Inmate Grievance Application: The Respondent shall make available an inmate grievance application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. The system must provide the ability for multi-level routing that can be modified by the County. Status tracking with dashboards and historical reporting capabilities must be available. All communication made in this application shall be kept for the life of the contract and made available to the County upon demand via a reporting tool. The application should allow for documents or pictures to be attached and displayed.
- 31.3.5 <u>Law Library Application:</u> The Respondent shall make available one or more law library applications approved by the County providing capability for inmates to research case law.
- 31.3.6 <u>Document and Video Display Application:</u> The Respondent should make available an application that can manage acceptance and viewing of standard document, image, and video file types for view only. Document and Video Display Applications should provide the ability to initiate messages to users and manage acceptance upon viewing. The system must provide a reporting feature for all items managed by system. The system should have the ability to electronically scroll notifications or update information pertinent to day-to-day functions. This information should be easily modified or updated via a backend platform available to county staff.
- 31.3.7 <u>Inmate Mail Application:</u> The Respondent shall make available an application that can integrate with one of the leading inmate mail and correspondence scanning vendors. If requested, the Respondent shall create an agreement and integration with said vendor to provide a functional application capable of performing full-function inmate mail review and reporting. The application should allow the inmates to print their digitally stored mail after they have been released from the facility.
- 31.3.8 Multi-Language Capable: System should be multi-language capable across its various applications.

32.0 TECHNICAL SPECIFICATIONS (MONEY KIOSKS):

32.1 <u>Money Kiosk service requirement</u>: The system must be capable of providing monetary transaction acceptance of U.S. currency and credit/debit cards via a public kiosk in the Jail lobby and an inmate kiosk inside the Jail.

32.2 <u>Money Kiosk hardware requirements:</u>

- Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts unless approved by the County.
- Jail lobby kiosks must accept bills in United States currency. Bill acceptor must be omnidirectional. Kiosks must reject and swiftly return all bills, which the system is unable to process. Kiosks must accept credit and debit card transactions. Kiosks must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. Kiosks must automatically print receipts for all transactions and may offer an option for email receipt.
- Two (2) Booking Kiosks: One Booking kiosk must accept bills and coins in United States currency. Bill acceptor must be omnidirectional. The kiosk must reject and swiftly return all bills and coins that the system is unable to process. The kiosk must accept credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions.

The second Booking Kiosk should accept only credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions

32.3 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

- 32.3.1 <u>United States Currency Transactions</u>: The system must be capable of providing monetary transaction acceptance of U.S. currency. All kiosks shall interface with the County's inmate trust fund management vendor at no cost to the County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.
- 32.3.2 <u>Credit and Debit Card Transactions</u>: The system must be capable of providing monetary transaction acceptance of credit and debit cards. All kiosks shall interface with County's inmate trust fund management vendor at no cost to County and funds shall credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.
- 32.3.3 Kiosk Financial Platform: The kiosk financial platform must be able to receive JMS updates in near real-time speed so that any associated inmate financial accounts can also be created and available on demand.

33.0 TECHNICAL SPECIFICATIONS (ALL SYSTEMS):

- 33.1 <u>Minimum technical requirements</u>: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.
 - 33.1.1 <u>Electronic Inmate Debit Payment Method:</u> The system shall provide an option for inmates to pay for devices, features, and services themselves from their personal debit or trust accounts. Describe the system's capability of electronic debit funding that is integrated with the County's inmate banking or commissary system (inmate trust accounts).
 - 33.1.2 <u>Electronic Inmate Debit Funds Return Method:</u> The system shall provide an option for inmates to receive funds back into their personal debit or trust accounts upon being released from custody. Describe the system's capability of returning electronic debit funds that integrate with the County's inmate banking or commissary system (inmate trust accounts).
 - 33.1.3 <u>Allowed Contact List:</u> Respondents shall describe the system's capability to provide allowed contact lists to limit contacts to only those individuals listed on an inmate's approved contact list.

- Inmate Personal Identification Number (PIN): All Respondent provided systems must have an integrated PIN assignment and management function that allows any or all inmates to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all devices for successful usage. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls. The proposed system shall provide the ability for inmates to self-manage their PIN by changing it at any time or as often as necessary. Describe the system's capability of permitting inmates the ability to self-manage their own PIN.
- PIN Control and Suspension: The system must allow an authorized person to add, change, or suspend an inmate's system usage privileges by altering settings associated with the inmate's PIN. Such changes shall be implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system must have the capability to automatically reactivate the inmate's system usage privileges and assigned restrictions after a user-specified date.
- 33.1.6 <u>Individual Contacts Per PIN:</u> The system shall have the ability to assign a limited number of allowable individual contacts per PIN. The system should have the ability to record in a self-learning mode, contacts to be added to the inmate's PIN.
- 33.1.7 <u>Contact Processing/Blocking System:</u> The contact processing/blocking system controller shall be external from the phone. The contact processing/blocking system controller shall be centralized for all facilities to allow inmates to move to another facility without having to re-enter information.
- 33.1.8 <u>Uninterruptible Power Source:</u> An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.
- 33.1.9 <u>System Failure Device Disconnection:</u> If the system fails, all inmate communication devices must be automatically disconnected.
- 33.1.10 English and Spanish System Capability: The system must be capable of communicating to English and Spanish speaking inmates. There shall be instructions provided in English and Spanish on each inmate device. System prompts, warnings and messages must be available in English and Spanish. The Respondent must describe how this will be

accomplished with the proposed inmate devices. If needed, additional languages must be available at no cost to the County.

- Remote Diagnostics. Programming, Polling and System Alarm Reporting: The system shall support remote diagnostics, programming, polling, and system alarm reporting directly to the Respondent, with the ability of notification to County of any alarm reporting issues.
- 33.1.12 <u>Programmable Contact Length:</u> The system shall support a programmable maximum allowed contact time length (example: 15 minute calls, 30 minute visits, etc.) with time remaining warning message audible and/or visible to both parties prior to contact termination. The maximum allowed contact length shall be programmable by inmate, phone, phone number dialed, housing unit, and facility as a whole. The proposed Inmate Technology System must also have the ability to support different maximum allowable contact lengths for inmate contacts, including calls made with the assistance of a TTY/TDD/VRS device.
- 33.1.13 <u>Programmable Inmate Access:</u> The system shall support a programmable inmate access based on location, time, date, and day of week. This access shall be programmable by inmate, unit, destination phone number, housing unit, facility, and by the system as a whole. System must limit an inmate's ability to use system to certain units or groups of units. Additional holiday settings shall be available to allow alternate scheduling of device usage for specific holidays.
- 33.1.14 <u>Programmable On/Off Service:</u> The system shall support a daily programmable on/off service by individual device, a group of devices, or by destination number and shall have the ability to shut down all or some of the devices from the system workstation.
- 33.1.15 <u>Manual On/Off Switch:</u> A manual on/off switch for each device shall be located in a secured office or area specified by County.
- 33.1.16 On-Site PC Administration Workstation: The system shall include at each facility at least five (5) on-site personal computer workstations at each site that provides: an access program to the system's centralized controls and databases, speakers for real-time monitoring and replay of recorded conversations, a DVDRW drive for transfer of contact data and contact recordings to DVDs, and a compatible printer for contact data reporting. The on-site administration PCs must exist only as a portal to the centralized control system, meaning that underlying system functionality and all services must operate

completely independent of any administration terminal. Should an onsite computer "crash" or otherwise become disabled the central system must continue to function normally, maintaining full control of all systems according to preprogrammed settings. Additionally, system controls and contact data shall remain accessible from authorized remote computers until the on-site workstation computer is repaired or replaced.

- 33.1.17 On-Site PC Administration Software: System software must be security-level based and password protected. A system user who is properly authorized to perform different administrative tasks must be able to do so with a single log-in to the system. Describe the proposed system's password security system. The user interface software must provide County staff with the ability to control, monitor, and report inmate system usage. Describe common administrative tasks performed at the system workstation.
- 33.1.18 <u>Contact Detail Records</u>: The system must generate a detailed contact record for every inmate contact attempt. All contact detail records must be collected and stored in real-time at a central, secure location with redundancy. All contact detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.
- 33.1.19 Contact Detail Reports: Contact Detail Reports should be available to the County on a real-time basis via the on-site PC workstation and using a secure online portal. The system must be capable of allowing the user to specify limiting parameters for contact searches, such as a search for all contacts during a specified period of time, contacts initiated by a specific inmate, contacts to a specific destination, etc.

Each Contact Detail Report must provide at a minimum for each record returned the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

Each Contact Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

Each Contact Detail Report must provide a summary of the total revenue and total minutes for all contacts in the report.

Within the Contact Detail Report, the PIN number must provide the inmates name if listed in the PIN database.

Within the Contact Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.

Within the Contact Detail Report, attempted three-way calls must be flagged for visual identification.

Other Administrative and Investigative Reports: In addition to contact detail reports, the system must provide a variety of other administrative and investigative reports. When appropriate, the user must be able to limit the search to contact records that meet specified criteria. Describe the report capabilities of the proposed system and discuss the system's ability to provide the special types of reports listed below.

For specified periods of time, the desired reports should include, but not be limited to:

- Contact frequency reports by origination number, destination number, PIN, and trunk line ID.
- Report of all contacts made by more than one inmate.
- PIN report showing when and by whom the accounts were created and/or modified.
- Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number report that shows all contacts/attempts to numbers of special interest.
- Contact recording playback history report (showing when and who listened to a recording).
- Debit account information and transaction reports (if applicable).
- System activity and user log reports that include among others, a report of users who have downloaded and copied contacts to CD or other portable medium.
- Contact statistic report providing a numerical count of total completed contacts and total incomplete contacts with separate counts for contacts that did not complete because they were blocked, refused, not answered, or not completed due to another reason.
- The system shall include the capability of translating and transcribing all phone and video visitations in as many languages as possible, but at a minimum be able to produce translation and transcription in English and Spanish.
- 33.1.21 Contact Traffic Analysis Graphs: The system shall have the capability to display in graphical format contact statistics for the current day, month, or other designated time periods. The purpose of graphs is to

provide the County with a quick way to verify that contacts are being made and to determine the overall contact traffic patterns and revenue. For example, for the day (or month or other designated time period) the County would like to see at a glance the fraction of attempted contacts that are completed; and the fraction of contact revenue that is generated by recipient-funded contacts compared to inmate debit or contacted party prepaid. Graphs must be automatically or otherwise easily generated and displayed.

- 33.1.22 Contact Security and Contact Blocking: The system shall provide complete contact security and contact blocking at the unit location. It shall also have a programmable reestablishment mode for restrictions placed on the inmate's use of the system. All contact security and blocking settings must take place in real time with no delay in system changes.
- 33.1.23 <u>100% Contact Recording Feature:</u> The system shall have 100% digital contact recording as a feature; however, contacts with attorneys will not be recorded. This feature will allow real-time recording of individual contacts, online storage of each recording for a minimum of three (3) years, and shall have the ability to off-load a specific contact to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded contacts to prevent the deletion when the normal storage period is expired. Such protected contacts shall be maintained until such protection is removed.
- 33.1.24 <u>Attorney Contacts:</u> Approved legal/attorney contacts, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved attorney contacts. Individual attorney contacts must be configurable for predefined contact durations as necessary.
- 33.1.25 <u>Free Contacts:</u> The System shall have the capability to provide free contacts to pre-approved recipients.
- 33.1.26 Warning Statement: The system must provide a "warning statement", determined by County, in both English and Spanish on each device. This statement must also be given as a message on the initiation of the contact for both party's information. Such message and capability must be disabled on contact between inmates and contacts which are not recorded.

- 33.1.27 <u>Capability to Interject Messages:</u> If deemed necessary by County, the system shall have the capability to interject messages into an inmate's contact at random intervals.
- 33.1.28 <u>Administrative Functions Password Protection:</u> It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection provided with each proposed system.
- 33.1.29 <u>Audit Log Reporting:</u> The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity. The system must allow authorized County staff options to generate audit reports for all users and for individual users and for all activities and specified activities. Describe the system's user auditing capabilities.
- 33.1.30 <u>Centralized Processing and Data Storage:</u> The system must provide secure, centralized storage of both contact records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each recording.

Each facility must have independent control of the inmate devices at that facility and have on-site access to the facility's contact records and recordings through a workstation computer. The system at each facility must be tied together in a secure Wide Area Network (WAN) that allows properly authorized staff at one location to carry out investigations by accessing contact records or recordings from any or all sites. Reporting capabilities must allow for the reporting of a single location or all locations within the network.

- 33.1.31 Remote System Access: The system must allow properly authorized County administrators and investigators to remotely access the inmate telephone system's user interface and centrally stored data using personal desktop or laptop computers that have not been provided by the Respondent. Explain how remote access is accomplished.
- 33.1.32 Access to Recorded Contacts: Access and playback of recorded contacts shall not require a manual media change. County desires that inmate contact recordings be maintained on-line for a minimum of three (3) years and be readily available for identification, selection and playback. The search for and ability to playback recorded contacts shall be performed on either a system Workstation at the main facility, or may be accomplished by searching and retrieving recorded contacts from other facilities covered under the scope of this

RFP. Remote access to contact recordings for authorized users working from offsite PCs must also be provided.

- 33.1.33 Recording Playback Features: The system must provide two options for recording replay: 1) Begin the replay immediately while the audio file is streaming, and 2) Allow the recording to be fully downloaded to the computer's hard drive before the investigator begins the replay. With one or both of these replay options, the system must allow investigators to slow-down the playback to better understand unclear passages; pause and fast forward as needed; mark significant points within a recording; add text notes that will remain with the recording when it is copied to a DVD or other portable medium, and provide the ability to replay a selected segment of a contact, once or many times, without having to replay the entire recording.
- 33.1.34 <u>Simultaneous Contact Retrieval for Investigations:</u> Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve contacts for investigations without having to change or exchange recording media.

The system shall provide for an unlimited number of operators to search and download recorded contacts across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

- 33.1.35 <u>Inmate Management System Interfaces:</u> Describe the Respondent's capability to provide software interfaces to other facility programs that would, for example, allow inmate PINs to be automatically transferred into the system's database from the facility's jail management system, or would allow monies in an inmate's commissary account to be used for pre-paid inmate (debit) calls. Describe how such interfaces would work. Respondent will be financially responsible for paying for any such interface required for these services.
- 33.1.36 Hot Alerts: Describe the system's capability to provide hot alerts, which will alert investigators when a specific contact is initiated. System must provide capability for alerts to be emailed to investigators, and for the contact to be forwarded to an investigator's telephone and/or cell phone for real-time monitoring of the contact in progress. Such real-time monitoring must be undetectable by the inmate and the other party and must not interfere with contact recording.
- 33.1.37 <u>Email or Download Contact Recordings:</u> The system shall provide

the capability for investigators to email contact recordings directly from the system's user interface, and to download contact recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device.

- 33.1.38 <u>Real-Time Contact Monitoring:</u> The system must allow authorized users to monitor ongoing inmate contacts in real-time, from an onsite workstation or from a remote PC. Real-time contact monitoring must not interfere with contact recording and must be undetectable by the inmate and the other party. Explain in detail how your system will provide these features.
- 33.1.39 <u>Voice biometric:</u> The proposed system must offer inmate voice biometric technology that validates the inmate's identity based on the inmate PIN. The voice biometric feature must be fully integrated with the proposed system. No fee may be charged for this function. Explain in detail how your system will provide this feature.
- 33.1.40 <u>Keyword Search:</u> The proposed system should have a recording scanning function that allows recorded contacts to be automatically or selectively scanned for specified keywords or phrases that are of special interest to investigators or facility administrators. Authorized facility staff must be able to add or delete words or phrases of interest on the scanning list as well as form groups of words or phrases into categories. Users must be able to automatically produce transcribed details of each recording for use in investigations. Additionally, the keyword search feature must allow an alert to be sent out via email if an inmate uses a word or phrase selected by the investigator.
- Ownership of Information: Throughout the term of the contract and upon termination or expiration of the contract, County shall own the information and reports stored or produced by the inmate technology system. Respondent shall be required to provide County with the capability to access all such information and reports upon termination or expiration of the contract. The Respondent must describe its plan for meeting this requirement. A statement of concurrence with this requirement must be included in Respondent's proposal. County shall not incur any expense for providing this service.
- 33.1.42 <u>Existing and Historical Contact Recording Access:</u> The Respondent must make readily available in a usable format current and historical recordings and contact detail records from the current system without loss of information and playback ability. The Respondent must describe its plan for this requirement. County shall not incur any expense for this process.

Multi-factor Authentication: The system should incorporate multifactor authentication wherever possible to reduce the risk of unauthorized use or access to systems or applications.

33.2 Equipment specifications and additional items:

- Four (4) standard TDD units and two (2) video relay service devices capable of functioning interchangeably with the proposed inmate telephone system.
- Five (5) of the 35 public video visitation terminals must be hands-free and shall not require the user to pick up or hold a handset to participate in the visit.
- 33.2.3 Six (6) of the 145 inmate video visitation terminals must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.
- Two (2) enrollment terminals will be required for public enrollment for future visits and will be fully installed in the public video visitation room.
- Fifty (50) earbuds or headphones, certified to work with all audio related applications on provided tablets, provided to County each month at no cost to County. This stock of earbuds or headphones are in addition to the initial earbuds or headphones, which is supplied with each inmate tablet. This stock of earbuds or headphones is intended as replacement equipment and will be used by County at sole discretion of County.
- 33.2.6 Six (6) of the 68 multi-function kiosks must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.

34.0 MAINTENANCE AND SUPPORT:

- 34.1 <u>Support and Service Capability:</u> Each Respondent will maintain sole and absolute responsibility for maintenance and service of the proposed system at no cost to County. Respondent must provide on-site technicians, alternate technicians, trainers, and other staff must pass background checks and be approved by the County.
- 34.2 <u>Trouble Help Desk:</u> Respondent shall provide facility staff a toll-free Help Desk number that can be reached 24 hours a day, 365 days a year to report system

- problems. The Help Desk should be Respondent-run and staffed and located in the United States. Respondents are required to detail in their proposal the location and staffing of the help desk.
- 34.3 <u>Ticket Escalation:</u> Respondent must have and include in the proposal a well defined escalation procedure for dealing with issues that are not resolved within the agreed upon time frame. Upon contract award, the Respondent is to provide County with specific names, titles, and personal-contact information for the individuals involved in ticket escalation.
- 34.4 <u>External Customer Support:</u> Respondent shall provide a Respondent-run and staffed billing customer support help desk. Respondents are required to detail in their proposal the location, staffing, and availability of the help desk; as well as the services provided to the external party by this support group.
- 34.5 <u>Training:</u> At no additional cost to County, hands-on training is to be provided on-site for all personnel using the proposed systems. Continuing education and training should be made available either on-site or using a remote online feature without cost to the County. At no charge, the Respondent must provide, upon completion of training, one (1) set of appropriate training documentation per installed facility. Describe, in the proposal, the training program, including description of course and any applicable documents or training aids.
- 34.6 <u>Service and Support Policies:</u> Respondent shall explain in detail the maintenance service and support provided for the proposed systems, including the company's policy for updating the user interface software as new versions are released.
- 34.7 <u>Trouble Ticket Flow and Escalation Procedures:</u> Respondent shall explain in detail the process for trouble tickets and the escalation procedures for service and support issues.
- 34.8 <u>On-site Technician:</u> Respondent shall provide one full-time onsite technician familiar with and able to maintain all proposed system hardware, including regular preventative maintenance. On-site technician will also be responsible for:
 - Providing reports and records to approved requestors on a one-time and reoccurring basis
 - Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County
 - Activating and distributing new tablets to inmates as determined by County
 - Managing earbud or headphone replacement as determined by County
 - Testifying on behalf of Respondent in court when required

- 34.9 <u>On-Site Tablet Administrator:</u> Respondent shall provide an on-site tablet administrator to manage all aspects of the 1:1 tablet program. The Tablet Administrator will assist the On-Site Technician and also be responsible for:
 - Providing reports and records to approved requestors on a one-time and recurring basis
 - Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County
 - Activating and distributing new tablets to inmates as determined by County
 - Managing earbud or headphone replacement as determined by County
 - Testifying on behalf of Respondent in court when required.
- 34.10 Service Level Classifications: Service level classifications and response times should be clearly outlined. Example: Priority 1 2 hours, Priority 2 24 hours, Priority 3 72 hours, all to be supported by a Notice or Resolution

35.0 INSTALLATION:

- 35.1 <u>Installation Expense:</u> Installation of the system shall be at the awarded Respondent's expense as will removal of same upon cancellation or completion of the contract. The Respondent shall provide local service maintenance and replace equipment as required. The Respondent shall be totally responsible for all equipment and service.
- 35.2 <u>Risk of Loss:</u> The risk of loss and/or damage of Respondent's equipment will be fully assumed by the Respondent during shipment, unloading and installation.
- 35.3 <u>Delivery and Unloading:</u> The Respondent must provide transportation to and unloading at County's designated location. County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, crating or storage in addition to the price proposed by the Respondent. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Respondent at his/her expense after installation.
- 35.4 <u>System Acceptance</u>: System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". The Respondent must work with County to determine the actual definition of "error free" operation.
- 35.5 <u>Implementation Plan:</u> Respondent must submit with proposal a detailed implementation plan that indicates the time and activities required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of County and its security concerns. Any delay in Respondent's implementation schedule that is caused by County personnel will increase the Respondent's time allowed to cut over by the length of such delay.

35.6 <u>Staff:</u> Respondent to provide details on the implementation and support staff that will install and service the account.

36.0 BILLING:

- 36.1 <u>Responsibility for Billing and Collections:</u> The Respondent shall be responsible for billing and collections. Describe the Respondent's billing and collection processes.
- 36.2 <u>Responsibility for Fraudulent and Uncollectible Contacts:</u> The Respondent shall be responsible for any financial losses due to fraudulent billing and/or uncollectible contacts. The Respondent must agree that any losses due to fraudulent contacts or uncollectible bills will not be subtracted from the gross revenue prior to the calculation of the commission.
- 36.3 <u>Responsibility for Monthly Line Fees:</u> The Respondent shall assume the responsibility for all monthly line fees associated with the system.

37.0 RATES AND COMMISSION:

37.1 Rates:

- 37.1.1 Respondent shall define the proposed flat calling rates for all domestic calls. All international calls will also be a flat rate, but may be different from the domestic call rate. All call rates must be in compliance with current FCC rate caps. Rates for debit calls and collect calls should be listed and described separately in response, but should be consistent.
- 37.1.2 Respondent must describe any other fees or charges over and above the approved call rates, other than normal taxes, that will be included in the cost of a call. If applicable, any fees charged to the called party, including any potential additional fees or charges to called parties for optional features that the facility might choose.
- 37.1.3 Respondent shall define the proposed remote visitation rates, including fees for additional or optional features.
- Respondent shall define the proposed tablet rates including rental, purchase, and usage fees for all revenue based features and services.
- 37.1.5 Respondent shall define the proposed rates for any and all other revenue generating features and services available to inmates and public users covered under this RFP.

37.2 Commission:

- 37.2.1 Respondent shall pay a percentage of the revenue generated by inmate calls of all types, whether collect or prepaid. Respondent shall pay a percentage of the revenue generated by all remote video visits. Respondent shall pay a percentage of the revenue generated by all tablet rentals, purchases, and revenue generating application usage. Respondent shall pay a percentage of the revenue generated by all electronic messages. Respondent shall pay a percentage of the revenue generated by all other revenue generating applications and systems approved to be used by County. All completed calls that generate revenue for the Respondent, third parties, or sub-respondents utilized in the performance of this contract, regardless of the call's classification, are considered part of "Gross Billed Revenue" and are subject to the same commission proposed, not an alternate commission percentage or bonus. The agreed upon commission rate shall remain fixed during the contract term, unless County and the Respondent mutually agree to modify the commission rate at any time during the contract term.
- 37.2.2 Commission shall be paid monthly. The Respondent shall provide with each commission payment, revenue detail reports that clearly show total revenue from each inmate telephone, broken down by call type, as well as total revenue for all calls during the billing period. Call revenues must be verifiable at the on-site system workstation and by remote access from original call detail reports. Commission created from all products and services should be broken down in a similar way as described for call revenue. Explain how your system will break down commission by revenue stream.
- 37.2.3 Commission paid shall be based on the agreed upon percentage of all revenue generated by all revenue generating products and services through the system during the billing cycle, without deductions for fraudulent or uncollectible bills.
- Rates and commission shall be split into two categories:
 - 37.2.4.1 Revenue generated via transactions from an inmate's commissary account, as determined by final contract, will result in commissions being paid to the Sheriff's commissary fund.
 - 37.2.4.2 All other commissions will be paid to the County.
- 37.2.5 The respondent shall agree to participate in any audit requested by the

county. The audit will be at the cost of the county.

38.0 COMPANY BACKGROUND:

38.1 <u>Experience, Expertise and Qualifications:</u> Respondent's Resume – Provide a detailed description of Respondent's experience within the last five (5) years, including:

Any and all names used to provide inmate telephone services. Include the following information:

- > Areas served
- > Credentials, licenses and abilities of Respondent
- ➤ Provide criteria and procedures used in hiring, training and monitoring staff
- 38.2 <u>Proposed Organizational Charts and Staffing:</u> Provide an organizational chart that describes the Respondent's overall organization. Describe management structure, sufficiency of resources and rationalization for allocation of resources.
- 38.3 <u>Staff Resumes:</u> Respondent shall provide resumes of all owners and technical managerial personnel who will be assigned to the project in the event of award, including a description of anticipated roles in the project. All resumes must clearly indicate skills commensurate with the technical and professional requirements of this RFP. Information on related experience, education and knowledge should include a delineation of work on specific projects, which relate to the County's requirements. You do NOT need to include the # of line staff unless they have decision-making authority in the performance of their duties.
- 38.4 <u>Government Contracts:</u> List of similar Government contracts and include type of contracted services, length of contract, performance outcomes, and compliance issues. Please explain if Respondent or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.
- 38.5 <u>Fiscal:</u> Provide the following information for the last three (3) fiscal years:
 - ➤ Audited financial statements with applicable notes;
 - Independent Auditor's Report on Compliance and Internal Control over Financial Report based on an Audit of the Financial Statements in Accordance with Government Account Standards;
 - ➤ Independent Auditor's Statement of Findings and Questioned Costs.

If Respondent has not had an audit conducted within the past three (3) fiscal years, Respondent shall provide the following:

Unaudited financial statements for the last three (3) fiscal years:

- > Statement of Financial Position (Balance Sheet);
- > Statement of Activities (Income Statement);
- > Statement of Cash Flows.
- 38.6 <u>Demonstration</u>: County may require a demonstration of Respondent's proposed system and software during the presentation phase. In addition, County may conduct a site visit of the two (2) highest evaluated firms to ensure proposed solution is operational in a current jail setting.
- 38.7 <u>Value added services</u>: Please list any additional value added features or services that may benefit Fort Bend County. These should be categorized as "Cost to County" or "No Cost to County". Any associated fees or charges to the county, inmate or called party must be identified in the Respondent's response.

39.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondent is required to submit their proposal in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 39.1 Respondents are required to follow the outline below when preparing their proposals:
 - Tab Title Page
 Letter of Transmittal
 Table of Contents
 Executive Summary
 - 1 Technical
 - 2 Rate and Revenue Generation Plan and Commission Percentage
 - 3 Maintenance and Support
 - 4 Company Background
 - 5 Value Added Features and Services
 - 6 Installation
 - 7 Required forms
- 39.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 39.3 Executive Summary This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- 39.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Technical (weight factor = 25%)

➤ Hardware, software, and minimum technical requirements.

Tab 2

Rate and Revenue Generation Plan and Commission Percentage (weight factor = 20%)

Rate options, including customizable options, and number of other revenue generating options. Commission available for different revenue generating options.

Tab 3

Maintenance and Support (weight factor = 20%)

Availability and quality of on-going support and maintenance procedures and personnel. Multi-layer support structure. Training options. Support plan, trouble ticket flow and escalation procedures.

Tab 4

Company Background (weight factor = 10%)

➤ Market share, number of employees, experience providing proposed services, name/qualifications/experience of staff.

Tab 5

Value Added Features and Services (weight factor = 10%)

Features and services available which will add value to our relationship with Respondent and products they propose.

Tab 6

Installation (weight factor = 10%)

> Implementation plan and staff resumes

Tab 7

Overall Completeness of Proposal (weight factor = 5%)

- > Proof of Insurance
- Completed Vendor Forms
- ➤ Completed W9 Form
- Completed Tax Form/Debt Form

40.0 EVALUATION PROCESS:

- 40.1 After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to ensure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Vendor(s), or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the purpose of further clarification and evaluation of the proposals.
- 40.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 40.3 The evaluation team shall not disclose any information included in a Respondent's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

- 40.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 40.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 40.6 All proposals submitted are to be valid for a period of ninety (90) days.

41.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

42.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

43.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Vendor and Fort Bend Sheriff's Office.

44.0 TERM:

- 44.1 The term of the agreement resulting from this RFP is for the **time period ending**March 31, 2027. Fort Bend County may request to renew the contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) or two (2) year increments, not to exceed four (4) additional years past the initial term.
- This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

45.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

45.1 Vendor Form

Fort Bend County RFP 24-044

- 45.2 W9 Form
- 45.3 Tax Form/Debt/Residence Certification
- 45.4 Proof of Insurance

46.0 EXHIBITS:

Exhibit 1: Housing Unit Breakdown – Jail

Exhibit 2: Housing Unit Breakdown – Juvenile Detention

Exhibit 3: Inmate Tech Activity



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| | 1 N | Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | - | | | | | |
|---|----------------------------------|---|----------------------|---|-------------|----------------|------------|------------------|-----------|--|--|
| Print or type See Specific Instructions on page 2. | 2 E | 2 Business name/disregarded entity name, if different from above | | | | | | | | | |
| | 3 (| Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor C Corporation S Corporation Partnership single-member LLC | certain instruc | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) | | | | | | | |
| Print or type | | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box ir the tax classification of the single-member owner. | '' _ | above for | Exemp | otion from | m FATC | A repo | rting | | |
| ž ≅ | | Other (see instructions) | | | (Applies t | to accounts | maintained | d outside | the U.S.) | | |
| Fecific | 5 A | ddress (number, street, and apt. or suite no.) | Reques | ter's name | e and add | ress (op | tional) | | | | |
| See Sp | 6 0 | City, state, and ZIP code | | | | | | | | | |
| | 7 L | ist account number(s) here (optional) | | | | | | | | | |
| Par | tΙ | Taxpayer Identification Number (TIN) | | | | | | | | | |
| Enter | your | TIN in the appropriate box. The TIN provided must match the name given on line 1 to av | oid | Social s | ecurity n | umber | | | | | |
| backu reside entitie | ip wi ent al es, it | thholding. For individuals, this is generally your social security number (SSN). However, folion, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> | or a | | _ | | _ | | | | |
| TIN or | n pag | ge 3. | | or | | | | | | | |
| | | e account is in more than one name, see the instructions for line 1 and the chart on page | 4 for | Employ | er identifi | cation r | number | | | | |
| guide | lines | on whose number to enter. | | | - | | | | | | |
| Par | t II | Certification | | | | | | | | | |
| Under | pen | nalties of perjury, I certify that: | | | | | | | | | |
| 1. Th | e nui | mber shown on this form is my correct taxpayer identification number (or I am waiting for | a numb | er to be | issued to | o me); a | and | | | | |
| Se | rvice | of subject to backup withholding because: (a) I am exempt from backup withholding, or (be (IRS) that I am subject to backup withholding as a result of a failure to report all interest per subject to backup withholding; and | | | | | | | | | |
| 3. I a | m a l | U.S. citizen or other U.S. person (defined below); and | | | | | | | | | |
| 4. The | FA1 | TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting | ng is cor | rect. | | | | | | | |
| becau interes gener instruc | ise y st pa ally, ction | ion instructions. You must cross out item 2 above if you have been notified by the IRS the ou have failed to report all interest and dividends on your tax return. For real estate translaid, acquisition or abandonment of secured property, cancellation of debt, contributions to payments other than interest and dividends, you are not required to sign the certification as on page 3. | actions, o an inc | item 2 d lividual re | oes not a | apply. Farrang | or mor | rtgage (IRA), | and | | |
| Sign Here | | Signature of U.S. person ► Da | ate ► | | | | | | | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014) Page **2**

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
 - 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details), $\,$

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- $1-\!$ An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$ state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9-\!$ An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- $12\!-\!A$ middleman known in the investment community as a nominee or custodian
 - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for | THEN the payment is exempt for |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| Individual Two or more individuals (joint account) | The individual The actual owner of the account or, if combined funds, the first individual on the account |
| Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee' The actual owner' |
| Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| Disregarded entity not owned by an individual A valid trust, estate, or pension trust | The owner Legal entity ⁴ |
| Normal dust, estate, or persion dust Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 11. Partnership or multi-member LLC12. A broker or registered nominee | The partnership The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B)) | The trust |

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Circle the minor's name and furnish the minor's SSN.

Job No.:

TAX FORM/DEBT/ RESIDENCE CERTIFICATION

(for Advertised Projects)

| Taxpa | ayer Identification Number (T. | I.N.): |
|--------|--|--|
| _ | | posal: |
| | | |
| | | the State of Texas? |
| | are an individual, list the named name(s) under which you | es and addresses of any partnership of which you are a general partner or any operate your business |
| I. | | property in Fort Bend County owned by you or above partnerships as well as any d/b/a sonal property as well as mineral interest accounts. (Use a second sheet of paper if |
| Fort I | Bend County Tax Acct. No.* | Property address or location** |
| | | |
| | | |
| ** Fo | or real property, specify the didress where the property is large by be stored at a warehouse or | Do you owe any debts to Fort Bend County (taxes on properties listed in I above, |
| | | ves, attach a separate page explaining the debt. |
| III. | requests Residence Certific | Pursuant to Texas Government Code §2252.001 <i>et seq.</i> , as amended, Fort Bend County ation. §2252.001 <i>et seq.</i> of the Government Code provides some restrictions on the ontracts; pertinent provisions of §2252.001 are stated below: |
| | (3) "Nonresident bidder" | refers to a person who is not a resident. |
| | | ers to a person whose principal place of business is in this state, including a ltimate parent company or majority owner has its principal place of business in |
| | I certify that[C | is a Resident Bidder of Texas as defined in Government Code ompany Name] |
| | L certify that[Co | is a Nonresident Bidder as defined in Government Code mpany Name] ncipal place of business is [City and State] |
| | | [City and State] |

Fort Bend County Sheriff's Office Detention Facility Inmate Technology Request For Proposal Housing Unit Breakdown

| Housing Unit Name | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|-------------------|--------------|-----------------|--|
| East Tower | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| 1 J | 0 | 3 | 2 |
| 1K | 0 | 4 | 3 |
| 1L | 0 | 3 | 2 |
| 1M (mobile units) | 0 | 2 | 2 |
| 2J | 0 | 4 | 3 |
| 2K | 0 | 4 | 3 |
| 2L | 0 | 4 | 3 |
| 2M | 0 | 4 | 3 |
| 4 J | 0 | 4 | 3 |
| 4K | 0 | 4 | 3 |
| 4L | 0 | 4 | 3 |
| 4M | 0 | 4 | 3 |
| 6J | 0 | 4 | 3 |
| 6K | 0 | 4 | 3 |
| 6L | 0 | 4 | 3 |
| 6M | 0 | 4 | 3 |
| 81 | 0 | 4 | 3 |
| 8K | 0 | 4 | 3 |
| 8L | 0 | 4 | 3 |
| 8M | 0 | 4 | 3 |
| Total | 0 | 76 | 57 |

| | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|------------------------|--------------|-----------------|--|
| West Tower | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| BOOKING (mobile units) | 2 | 3 | 2 |
| IMAGING | 0 | 2 | 0 |
| KITCHEN | 0 | 0 | 2 |
| LAUNDRY | 0 | 0 | 1 |
| PROPERTY | 0 | 1 | 0 |
| 1F | 0 | 2 | 1 |
| 1G | 0 | 2 | 1 |
| 2A | 0 | 3 | 2 |
| 2B | 0 | 3 | 2 |
| 2C | 0 | 3 | 2 |
| 2D | 0 | 3 | 2 |
| 2E | 0 | 3 | 2 |
| 2F | 0 | 3 | 2 |
| 2G | 0 | 3 | 2 |
| 2H | 0 | 3 | 2 |
| 2SEP (mobile units) | 0 | 1 | 1 |
| 4A | 0 | 3 | 2 |
| 4B | 0 | 3 | 2 |
| 4C | 0 | 3 | 2 |
| 4D | 0 | 3 | 2 |
| 4E | 0 | 3 | 2 |

| 4F | 0 | 3 | 2 |
|---------------------|---|----|----|
| 4G | 0 | 3 | 2 |
| 4H | 0 | 3 | 2 |
| 4SEP (mobile units) | 0 | 1 | 1 |
| 6A | 0 | 3 | 2 |
| 6B | 0 | 3 | 2 |
| 6C | 0 | 3 | 2 |
| 6D | 0 | 3 | 2 |
| 6E | 0 | 3 | 2 |
| 6F | 0 | 3 | 2 |
| 6G | 0 | 3 | 2 |
| 6Н | 0 | 3 | 2 |
| Total | 2 | 84 | 57 |

| | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|----------------------|--------------|-----------------|--|
| Old Jail | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| IF22 | 0 | 1 | 1 |
| IF23 | 0 | 1 | 1 |
| IFSEP (mobile units) | 0 | 1 | 1 |
| IFVIS | 0 | 0 | 0 |
| OJVIS | 0 | 0 | 0 |
| OJ10 | 0 | 1 | 1 |
| OJ11 | 0 | 1 | 1 |
| OJ12 | 0 | 1 | 1 |
| OJ13 | 0 | 1 | 1 |
| OJ14 | 0 | 1 | 1 |
| OJ15 | 0 | 1 | 1 |
| OJ16 | 0 | 1 | 1 |
| OJ17 | 0 | 1 | 1 |
| OJ18 | 0 | 1 | 1 |
| OJ19 | 0 | 1 | 1 |
| OJ20 | 0 | 1 | 1 |
| OJ21 | 0 | 1 | 1 |
| OJSEP (mobile units) | 0 | 1 | 1 |
| Total | 0 | 16 | 16 |

| Public | Money Kiosks | Wall Telephones | Multi-Functional Terminals Visitation |
|------------------------------------|--------------|-----------------|--|
| VISITATION | 1 | 0 | 27 |
| VISITATION PRIV (hands-free units) | 0 | 0 | 5 |
| VISITATION DISC | 0 | 0 | 5 |
| LOBBY | 1 | 1 | 0 |
| Total | 2 | 1 | 37 |
| | | | |
| Grand Totals | 4 | 177 | 167 |

Fort Bend County Juvenile Detention Facility Inmate Technology Request For Proposal Housing Unit Breakdown

| Housing Unit Name | Occupancy | Money Kiosks | Telephones | Multi-Functional Terminals |
|-----------------------|-----------|-----------------|------------|----------------------------|
| Housing Locations | 80 | 0 | 9 | 9 |
| Non-Housing Locations | 0 | 0 | 1 | 0 |
| Total | 80 | 0 | 10 | 9 |

Fort Bend County Sheriff's Office

Detention Facility

Inmate Tech Activity (Jan 1, 2023 - Dec 31, 2023)

| Telephor | ne Calls | , | Video Visits | | Tablet Rentals | eMess | ages | | Money Kiosks |
|----------------------|----------------|---------------|------------------|--------|-----------------------|------------------|----------------|--------------|-------------------------------|
| All (including attem | pts) Completed | On-Site Legal | On-Site Personal | Remote | Annual Rentals | Stamps Purchased | Sent by Fr/Fam | Intake Kiosk | All Other (Total before fees) |
| 2,246,915 | 769,344 | 1,029 | 6,710 | 15,908 | ? | 98,828 | 57,489 | \$584,390 | \$1,403,183 |

EXHIBIT B Contractor's Submission to RFP 24-044 Dated April 9, 2024 (Follows Behind)



FORT BEND COUNTY JAIL FORT BEND COUNTY, TX TERM CONTRACT FOR INMATE TECHNOLOGY SYSTEMS

APRIL 9, 2024 at 2:00PM CST

An RFP Solution Prepared for:

Fort Bend County, Texas
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond Texas 77469
281-342-3411

Presented by:

Securus Technologies, LLC Kevin Elder, President 5360 Legacy Drive, Suite 300 Plano, TX 75024 682-444-8895

TAB -- LETTER OF TRANSMITTAL

April 9, 2024

Fort Bend County Purchasing Department Cheryl Krejci, Assistant County Purchasing Agent Travis Annex 301 Jackson, Suite 201 Richmond. Texas 77469

Dear Ms. Krejci:

On behalf of Securus Technologies, I am pleased to present to Ft Bend County our complete response to your RFP 24-044 for Inmate Technology Systems. Securus has thoroughly reviewed, understands, and complies with all aspects of this bid and we will deliver all products and services outlined in the RFP.

Ft Bend can continue to focus on safety and security of your incarcerated population and constituents by selecting a provider with leading industry products that will help operational efficiencies in the jail while providing the best technology for friends and their loved ones to stay connected at all times thru our innovative technology.

Our RFP responses and executive summary will outline why Securus is the partner that Ft Bend can continue to rely and count on who will:

- Deliver all the technical requirements outlined in this RFP by deploying the most innovative technology in our industry thru our NextGeneration platform. The NG platform is **fully integrated** for, phone, video, mail, emessaging, texting and investigative solutions all on one platform accessible with one username and login.
- Provide the maintenance and support of our products by having two full time onsite employees along with your current Account Manager and Client Manager who provide additional level of support dedicated to Ft Bend and who already work with your staff on a daily basis for the last 7 years.
- Provide a compelling rate and split commission and Minimum Annual Guarantee offer that will benefit the county and sheriff, while also providing a lower rate structure for constituents and incarcerated individuals on phone calls and video visitation.
- Continue to deploy new and innovative applications and services thru
 the tablet and provide new services thru 3rd party partners. Our product

roadmap will allow Ft Bend to provide new services that benefit the incarcerated/families and ease operational efficiencies in the jail with new products on the roadmap for 2024-2025:

- 8-inch Officer Tablet roadmap includes Redefining Officer Connectivity (Feature packed Android tablet built for agencies)
- 8-inch inmate device roadmap Secured & Managed with Google Certified Enterprise Android and Enterprise Mobility Management.
- Thru the number of installations we have across the U.S., you will learn that we are the **trusted provider** of facilities your size or larger, who trust Securus to deliver and support every product delivered. Smaller vendors lack the resources, people, support and inventory to support a jail of your size and do not own their own platforms.
- We care about what happens in your community and to show our continued support in Ft Bend County, we will continue to be a sponsor of your 911
 First Responders Annual Event (Boots and Badges Gala).

In just the **last six months** our products and services are making an enormous impact on your incarcerated population in keeping them connected with their loved ones thru the use of our tablet program and while providing a commission revenue stream for the county.

- Number of completed calls 447,099
- Number of completed remote video visits 7,660
- Number of E message stamps purchased/used 98,382
- Tablet content:
 - o Songs purchased 16,025
 - o Movies purchased 9,745
 - o Games purchased 1,220
 - o TV shows purchased 11,308

We are proud to have served Ft Bend for the last seven years and proud to serve this industry and work alongside the amazing men and women in Law Enforcement and Corrections.

Thank you for trusting Securus with your Inmate Communications needs in the last contract term. We look toward to the future and to the continuation of our partnership. It takes years to build a relationship where trust and commitment are the number one priority, and we believe we have done that with Ft Bend County through our partnership.

On behalf of the more than 1,800 Securus associates nationwide and the 1,500 in our Dallas based headquarters dedicated to meeting the needs of our customers, we thank you for considering our response and proposed solutions and look forward to the opportunity to continue to serve Ft Bend County and the community you keep safe.

Sincerely,

Kevin Elder, President

Securus Technologies, LLC

5360 Legacy Drive

Suite 300

Plano, TX 75024

682-444-8895

kevin.elder@aventiv.com

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TAB - EXECUTIVE SUMMARY

Securus is excited to share our vision for serving the public safety needs of Ft Bend County. Our technology supporting your Officers and Community has changed over the years, but our commitment to you and your community has never wavered. We recognize the evolving needs of Ft Bend County and have used our knowledge of your personnel, policies, and procedures to demonstrate this in our proposal. Throughout this document, you will see how Securus clearly meets and exceeds the County's scoring criteria and offers new, innovative solutions which will further assist the County in meeting its goals.

Company Background

Securus has been serving our correctional institution partners for more than 30 years. For the last three decades, corrections industry constituents—facilities, inmates and youths, and their family and friends —have relied on Securus Technologies and our predecessor organizations for communication solutions designed to fulfill their specialized needs.

We lead the way in inmate communications and investigative software. Securus serves all customers from a single, **Securus-owned technology platform built** from the ground up. The requests from correctional and law enforcement professionals guided the development of every aspect of our platform's features and functionality.

Securus is more than an inmate communications service provider, we are a partner with our facilities and a facilitator of growth and betterment for the individuals in those facilities. Given our extensive experience in the incarceration space, we are well

Securus is the only vendor who can integrate the tools sought in this RFP with little disruption to staff, constituents, and incarcerated individuals.

positioned to add additional products and services to further improve the efficiencies of your facilities as well as increase the **self-improvement opportunities for incarcerated individuals.**

We are committed to being the best partner for Ft Bend County and we strive every day to deliver the best products and service that you deserve and have become accustomed to as a Securus partner. We cherish our relationship with the County and know that each time a project must be delivered, that it is done with the highest level of trust and integrity.

Securus provides the larger spectrum of value-added technologies and tailored service to more than 1,950 separate correctional agencies, including County Jails, Department of Corrections, Police Departments, Private Prisons, and Juvenile facilities. We support and service our family/friends, incarcerated individuals, and facilities from right here in TEXAS, with 24/7 support.



Our Presence

Securus has the resources to install and operate any size facility telecommunications systems just like Ft Bend County and has done so **for over 30 years**. With over 1,950 sites served nationwide using one of our services, and four of the top five mega county facilities in the United States have chosen Securus as their provider. We serve multiple DOCs and other very large facilities that house thousands of inmates, including, **Texas Department of Criminal Justice (TDCJ)**, **New York DOC**, **Arizona DOC**, **Oklahoma DOC**, **Arkansas DOC**, **Louisiana DOC**, **New Mexico DOC**, **Missouri DOC**, **Alabama DOC**, **Illinois DOC**, **Kentucky DOC**, **Pennsylvania DOC**, and **Connecticut DOC**. Other large county installations include **Dallas County**, **Harris County**, **Broward County**, **San Diego County and Fulton County**, just to name a few. We are uniquely equipped to handle any inmate population, and community population. This U.S. map represents every place we have an installation of our products and services.

No other vendor can match our experience in this industry:

- Over 1,000,000 incarcerated individuals using our solutions
- Over 1,950 facilities utilizing Securus services and solutions
- Over 700,000 tablets in circulation, including at all TDCJ locations
- Over 200 sites using video visitation platform
- Over 125 sites using Securus mail service (3 locations, including Texas location)

Securus employs more than 1500 Texas residents and over 1,800 nationwide. We are headquartered in Dallas, Texas, and we have always been a local company with a national reach. We are the home team, and are personally committed to the citizens of Texas, because we ARE citizens of Texas. Our families are Texans. Partnering with Ft Bend County matters to us because we see ourselves not just as your vendor, but as your neighbor.

Staff supporting Fort Bend County:

Securus' Technical Support staff located in Dallas, Texas, will support the staff at Ft Bend directly by assisting with opening tickets and assisting with resolving issues and will communicate with your staff and our onsite personnel until case is resolved.

Supporting the constituents of Ft Bend County will be our **Customer Service Center** also located in Dallas, Texas. This team of over 75 people, will answer incoming calls directly from friends and family and assist with setting up accounts and new services and troubleshooting questions they may have.

Your first line of support on site, will be the current team who already works with your staff and knows your jail. This includes:

Tulluja Roper - Onsite tablet administrator started February 2024. Her duties include:

- Manages and maintains assigned company inventories and assets (tablets, accessories, tools, parts inventory, laptop etc.)
- Distribute tablets and accessories to approved incarcerated individuals
- Collect and track customer statistics and trends that may assist in determining future account behavior and opportunities.
- Oversee rollout of services for newly acquired clients to align both parties' interests
- Maintain a high level of client satisfaction through outstanding customer service and support.
- Required to attend onsite meetings as designated by facility leadership
- Perform basic Technical Support functions (password resets and handouts, user set up, etc.) and basic product training as needed or requested by the customer.
- Travel to neighboring facilities within an assigned region sometimes with minimal lead time as a backup.

Jared Bluford – Onsite Field Service Technician started 2023. His duties include:

 Repairs, maintains, programs and installs telecommunications hardware, associated LAN/WAN/networking hardware/software, various electronic equipment and wiring per specifications, codes, standards and operational procedures in correctional facilities

- Repairs/installs phones, kiosk, video terminals, WAP's, tablets and other required equipment within correctional facilities within assigned area of responsibility.
- Communicates with dispatchers to receive work assignments and provides dispatchers with ETA for arrival and departure information
- Troubleshoots situations where standard procedures have failed in isolating or resolving problems while interfacing with multiple departments for problem resolution
- Provide administrative services on as needed basis or when dedicated to a
 particular customer: data entry including PIN/PAN, blocks/unblocks, customer
 reporting, training, providing CDR reports, assisting with video visitation and
 burning recordings and/or video to CD/DVD per subpoena and testifying in court
 when required
- Maintains inventory of equipment and tools Manages and maintains assigned company inventories and assets (tool, vehicle, parts inventory, laptop etc.)

Michael Hildebrandt is your Client Manager dedicated to Ft Bend. Michael supports Ft Bend as a added layer of support for service related tickets and working directly with Technical support and the onsite team. Michael has been working with the Ft Bend staff for over 3 years.

Sally Zeitvogel is your Advisory Account Manager. Sally supports you as another level of direct support for items related to new products and services, contract discussions, training and webinars of products. Sally has overall responsibility for the Ft Bend account. Sally has worked with Ft Bend for the last 7 years.

These four individuals have **over 20 years of combined experience** at Securus and are already familiar with the Ft Bend staff, services and jail.

Maintenance and Support

On Going Support and Maintenance Procedures and Personnel: Your first line of support on site, will be the current team who already works with your staff and knows your jail. This includes:

- Tulluja Roper Onsite tablet administrator. Supporting Tulluja will be Jalendra Taylor and Ben Simpson
- Jared Bluford Onsite Field Service Technician. Supporting Jared will be David Gergen and Adam Schaefer
- Michael Hildebrandt Client Manager. Supporting Michael will be Brian Bishop
- Sally Zeitvogel Advisory Account Manager. Supporting Sally will be Eddie Valeriano

Multi-Layer Support Structure:

Partner Support

Securus realizes that our partners have a full-time responsibility protecting and serving their community, thus support from Securus' Network Operation Center and Technical Support Center is available 24x7x365. Our technicians can often find and fix problems before our partners are even aware of them. All field technicians are experienced Securus employees, so our partners will always receive service from individuals with the knowledge and expertise required to solve any problems that may arise.

Our onsite team will work directly with Technical Support as an extended team supporting the County.

Network Operations Center provides 24x7x365 remote monitoring of all Securus systems, including platforms, networks, back-office systems, and data centers.

Technical Support Center delivers superior customer service from a U.S.-based, state-of-the-art operations center. More than 65 technicians staff the Technical Support Center 24x7x365 to ensure prompt resolution of all service issues.

Customer Service

Securus also makes it easy for Friends and Family to set up a wide variety of options to stay connected to their loved ones. Convenience drives account creation, and account creation drives more calling between loved ones, so Securus has made the funding process easy. We make it easy for the constituents of Ft Bend County to fund phone time by providing convenient and easy methods by using their Apple or Android devices. Other ways to fund accounts include:

- Call our Customer Service center and speak with one our Dallas Based live operators, 24/7
- Go to www.securustech.net
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Fund accounts by mail
- Visit one of more than 35,000 MoneyGram locations such as Walmart and CVS Pharmacy
- Visit one of more than 58,000 Western Union locations.

Community Service that Cares

Securus constructed a state of the art Call Center in Dallas, in 2009 as we recognize a U.S. based call center will provide better service. Securus currently responds to 42 million contacts each year from family members and friends with inmate relationships. We continually seek to provide best in class wait times, first call resolution, and call completion

rates for the millions of customers that we serve. Therefore, in addition to the state-of-theart technology used to support our family and friends, we have made a substantial investment in additional people who we train to do the best job possible. We promise great customer service to the calling community, and we want to always keep our word on that.

Equipment Maintenance and Repair

Securus Field Services personnel carry extra inventory at all times. The current Securus on site Field Service Manager is required to keep inventory onsite to ensure a fast turnaround of equipment that needs replacement. All parts and equipment follow our standard warranty provisions. Over the years, we have replaced equipment in less than 24 hours from request, most being same day replacement. It is our job to ensure that service is never compromised due to equipment downtime, so we focus on minimizing the length of time that equipment is in need of repair. Our field technicians will always carry new replacement parts to ensure if something breaks, new equipment is installed.

Our equipment is 100% covered by warranty provisions and we will continue to replace and upgrade all existing equipment thru the life of this contract at **no cost to the Ft Bend County**. We will also ensure that anything we install and provide is within our contract terms and conditions as no cost to the County.

Maintenance and Updates

The Securus solutions includes quarterly technology upgrades, thus ensuring that our partners will always have the very latest in enhancements and features throughout their partnership with Securus. Additionally, the call platform can be updated quickly and cost effectively when new software and hardware is added. Hardware is replaced on an as needed basis.

Training Options

Securus will provide product training on all features of the new inmate communications solution. Experienced Securus employees will conduct all training either through online instructor-led classes, or one-on-one and classroom training sessions on site. We deliver standard training, using both instructor demonstrations and hands-on instruction, to ensure each trainee is comfortable with all system concepts. Securus also offers customized online training courses to meet the unique needs of our partners' staff and facility. We will conduct training for Ft Bend County at any time during the duration of our contract at NO COST. We will always be available to conduct onsite training or remote training as often as needed at no charge to Ft Bend County.

Securus provides many options for training throughout the life of the contract.

Training support options:

Pre go 'live" webinars

- At go 'live' training of personnel will be on site. We can train as many days as needed by the County, including training various departments if needed.
- Post 'go 'live' and on going training thru out the term of the contract can occur as often as Ft Bend needs. Training is FREE thru duration of contract and can be as often as needed by the site.
- Links can also be sent with pre recorded webinars of all of our core solutions so that you can listen and watch them any time you need.

Trouble ticket flow

Entering trouble tickets thru the Securus Service Portal allows Ft Bend County to enter, monitor and track your own tickets thru this portal. You will be able to view any notes and comments left by Technical support as it relates to your tickets.

Our onsite team and Client Manager will also assist in getting responses and assist technical support to escalate and get closer on any service related items to ensure we meet SLAs.

FINANCIAL PROPOSAL

Our proposal is a balanced offer that provides a **high commission** percentage on all call types while also **reducing the cost of the calls** to the families and incarcerated individuals.

- MAG
- Split commissions
- FREE Remote Attorney visits
- FREE calls for the Incarcerated population
- Reduced the cost of a remote video visit for the Family and Friends
- Commissions on Phone calls, video visitation, E messaging, Securus Text Connect, and tablet content purchases
- Securus Managed Mail Services at no Cost

We have also made call rates **simple and flat rated** across the entire United States, Mexico and International calling, all around the world.

Our contract also continues to provide a **Minimum Annual Guarantee** to the County as it did in previous years. This will allow the County to some re-assurance, that every month they can rely and count on the minimum in order to plan budgets.

There are ITS Providers who say their "MAG" is based on population. This means if your population decreases, your MAG will also decrease. Securus does not provide a MAG based on population. Our MAG is based on revenue. If your revenue increases, so does your MAG.

Our offer is not only a win for the County and Sheriff's Office but also for the constituents and the incarcerated individuals who need to stay connected with their loved ones. We understand the burden it causes them financially, which is why we have proposed a rate structure that will benefit all parties.

Securus Technologies has a proven track record of providing successful turnkey installations for large facilities as well as large State Departments of Corrections. As the leading provider of phone, video visitation, tablets and digital mail services, we have had more than 30 years of experience managing, developing and deploying services to facilities similar in size and scope to Ft Bend County. Our platforms are designed to minimize the need for correctional staff involvement – and that means providing staff support to manage the program. Many agencies will sacrifice this service level at the expense of lower cost, but ultimately, it's the inmates and staff that suffer from that decision.

Based upon our past experiences with similar installations the size of Ft Bend County, Securus fully commits to upgrading and enhancing phone services, video visitation, tablets, digital mail service and other ancillary products across all of the Ft Bend County facilities in a timeframe that no other provider can match.

Securus also makes it easy for Friends and Family to set up a wide variety of options to stay connected to their loved ones. Convenience drives account creation, and account creation drives more calling between loved ones, so Securus has made the funding process easy. We make it easy for the constituents of Brazoria County to fund phone time by providing convenient and easy methods by using their Apple or Android devices. Other ways to fund accounts include:

- Call our Customer Service center and speak with one our Dallas Based live operators, 24/7
- Go to <u>www.securustech.net</u>
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Fund accounts by mail
- Visit one of more than 35,000 MoneyGram locations such as Walmart and CVS Pharmacy
- Visit one of more than 58,000 Western Union locations.

Community Service that Cares

Securus constructed a state of the art Call Center in Dallas in 2009 as we recognize a U.S. based call center will provide better service to the constituents of Ft Bend County. Securus currently responds to 42 million contacts each year from family members and friends with inmate relationships. Our Call Center and Technical Support work around **the clock 24/7, 7 days a week**. We know jails don't close, and we don't either.

We continually seek to provide best in class wait times, first call resolution, and call completion rates for the millions of customers that we serve. Therefore, in addition to the state-of-the-art technology used to support our family and friends, we have made a substantial investment in additional people who we train to do the best job possible. We promise great customer service to the calling community, and we want to always keep our word on that.

PROPOSED SOLUTION

Our proposal is simple. We will provide the balance you seek for the incarcerated population, the families of the incarcerated, and the victims of crime using **battle-tested technology** to create the best and most flexible communication systems in the country, and **deliver every product** that is outlined in this RFP.

Securus is proposing a combined solution that focuses on **Technology to protect the public**, **Customer Service and Support for your community and officers**.

Our solution is a completely integrated solution for phones, video visitation, digital mail services, tablets, E Messaging, mail, Securus Text Connect and all of our investigative suite of products.

Other services to deploy will include lobby kiosk, booking kiosks, Automated Information Services, Video Relay Service and many other services related to the tablet including automation of paper such as forms, handbook, law library and additional services and products as value add.

TABLETS

Ft Bend County will be the beneficiary of our experience successfully deploying more than 700,000 tablets in over 20 states and serving four million consumers with our phone and video visitation platforms. That means we've deployed physical connection models, wireless models, subscription models, small tablets, large tablets, docks, kiosks, and every configuration available in the marketplace today. That experience means we've seen the advantages and disadvantages of every configuration, and as your partner, can guide you so the technology you deploy, meets the requirements of the agency, not forces you to conform to inflexible technology.

No vendor has demonstrated the commitment to supporting successful re-entry and to decreasing recidivism as Securus. From our early beginnings with the Securus Foundation to our current education and reentry group, delivering cutting edge tools to help address homelessness and addiction recovery, we are dedicated to help driving change throughout incarceration and into the period of release.

The strength of the Securus platform is the diversity of applications that can be used to support reentry. Facilities can provide services at the level of staffing available; from

posting information to running complete reentry simulations, the Securus platform is adaptable and flexible to meet facility capabilities and goals.

Securus also provides college class thru **Lantern**, our proprietary **Learning Management System (LMS)**. Securus is experienced in training college and reentry partners throughout the United States in using Lantern to deliver high-quality secondary and post-secondary education.

Securus understands that the two primary education and reentry needs of jails are providing consistent high-quality high school equivalency instruction across custody levels and preparing incarcerated people for jobs in the community. Securus has partnered with leading education and reentry providers to deliver engaging content to support successful reentry:

- Edovo
- Essential Education
- KA LITE
- Work Bay (Re entry)
- Untapped (Re entry)
- Honest Jobs
- Mobisystems provides our Office Suite

To further support individuals prior to release, Securus includes no cost access to mental health and addiction recovery tools that directly impact the ability to successfully re-enter society.

Some of the available tools for Mental Health Resources on tablets include:

- Anxiety Relief
- Depression Assistance
- Relationship Guidance
- Guided Meditation
- Breathing Exercises
- Compassion
- Self-Reflection
- Kindness Practices







Addiction Recover Resources include as:

- Alcoholics Anonymous
- Opiate Addiction
- 12 Steps
- Healing
- Thriving After Addiction
- Recovery Tips







We are proud to offer Ft Bend County SCP Next Gen-our inmate calling platform, video visitation on kiosk or on tablets, and the latest technology in tablets, mail services, emessaging services and other family funded services. The Securus solutions can all be deployed immediately to create the most reliable, flexible, affordable, and content-rich services available in corrections today.

The **Securus Unity Tablet** allows inmates to work on personal rehabilitation, access tools to help gain employment after release, provide education including complete learning management systems, mental health and addiction recovery programs.

Our large library of **Mental Health and Addiction Recovery** podcasts augments existing programs and allows the incarcerated individuals to access support tools on their own time to further their recovery. Recognizing the nationwide issues with opioid addiction and the increase in fentanyl, we have worked aggressively with content providers to ensure our library has the best and most current available content to help support recovery.

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Tablets also provide additional **FREE** content to improve re-entry and reduce in pod violence such as:

eBooks, Education, Mental Health, Religion, Job Searching, Law Library, Commissary, Forms, Viewer, Tyro, Services, FM Radio, Chasing the Dragon, Clock, Calculator, Phone

































Incarcerated individuals will also have the ability to purchase premium content, such as songs, movies, games.

<u>Please take note, as it relates to the tablet program</u>, Securus has more educational based and self-help applications than any other vendor in the industry.

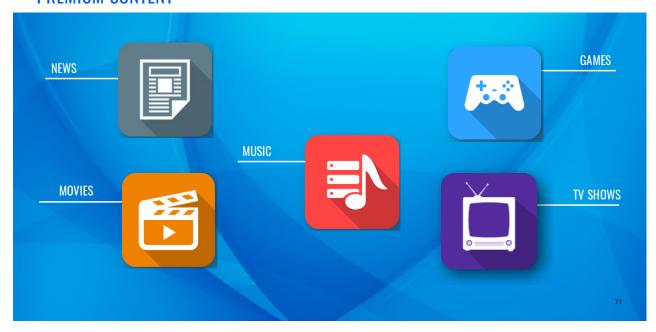
The Securus Music and Movie Library is dynamic and constantly refreshed to provide a true listening and watching experience, like what we see on our personal devices, that others simply cannot provide. Through proactive contractual arrangements made by Securus with outside media companies, Securus can give access to the latest entertainment available, purchased in the same manner as any individual on the outside. the libraries of free and outdated catalogues of movies offered by our competitors. When purchased, music can be listened to as many times as they would like at no further charge. Further, should the individual ever return to your facility, that music will remain on their account for another 365 days. Movies, when rented, can be watched repeatedly for 48 hours without any further charge. Securus provides free access to over 50,000 titles of books and hundreds of podcasts. Others charge a per minute rate for this making the library accessible only to those who have funds.

Finally, Securus doesn't stream its content, like other vendors. It **downloads to the tablet itself**, which provides for a much **better-high quality experience** versus fully relying on streaming that can bog down at busy times. This ensures more time is spent self-involved with the tablet device, and less time spent impeding officers performing tasks.

Other vendors charge **per minute** usage fees. A song, for example, may only be six cents, *if listened to only one time*. Most people, in correctional facilities and outside of correctional facilities, listen to songs more than once, and frequently throughout their entire day. Consequently, while a song seems like a good price at six cents, the reality is very different for the incarcerated individual:

| Other Vendors Per Minute Tablet Usage Costs for Incarcerated Individuals | | | | Securus Monthly Rental |
|--|----------------|----------------|-----------------|------------------------------|
| 4 Hours a | 6 Hours a Day | 8 Hours a Day | 10 Hours a Day | 24 hours a |
| Day (240 | (360 Minutes) | (480 Minutes) | (600 Minutes) | day (1,440 |
| Minutes) | | | | Minutes) |
| \$4.80 per day | \$7.20 per day | \$9.60 per day | \$12.00 per day | \$0.16 per |
| | | | | day |
| \$144 per | \$216 per | \$288 per | \$360 per | \$5.00 per |
| month | month | month | month | month |
| \$1,728 per | \$2,592 per | \$3,456 per | \$4,320 per | \$60 per |
| year | year | year | year | year |

PREMIUM CONTENT



VIDEO VISITATION

The Securus Video Visitation NextGen platform is a fully Integrated Multi-Function Video Visitation utilizing true corrections grade hardware, not toys under glass like the systems provided by others, allowing telephone calls and video visitation, commissary ordering, and more without the need for separate kiosks. We make more of the space in your facility to drive automation and efficiency. Video visitation can also be utilized on the Unity Tablets.

Recognizing space is at a premium inside of facilities, Securus includes our ConnectUS Multi Application Engine to drive automation and provide redundancy with our tablet program to deliver greater staff efficiency. ConnectUS allows expanding capabilities delivered through the multi-function device to streamline and automate current manual processes. Automation functions include Video Relay Service for the hearing impaired, commissary ordering, law library access, Jobview employment search, PREA reporting, inmate handbook access and numerous efficiencies enhancing applications.

ConnectUS™ Applications



ConnectUs Applications

DIGITAL MAIL SERVICES

The **Securus Digital Mail Center** (DMC). Every day we learn from our facilities that illegal substances and cell phones are making their way into the jail. This is becoming a nationwide issue causing security concerns for jail staff. In almost all cases, we hear about, contraband is brought in through mail delivery. We know this is



of huge concern to the staff at Ft Bend and have included a solution to help deal with this concern.

Digital Mail Center (DMC) converts physical mail by forwarding all inmate mail to a Securus-managed processing center where certified investigative staff open, scan and electronically send mail to the inmate recipient through inmate terminals and tablets at **no cost**. This will cut down on the amount of mail that needs to be processed thru your mail center. It cuts down on potential contraband from making its way into your facility. Mail is then uploaded to terminals/kiosks or to a tablet. Securus currently manages Ft Bend County's mail at our remote location.

Securus Managed- mail is sent to a Securus location for processing and



E Messaging

The Securus E-Messaging platform provides yet another way for incarcerated individuals to communicate with loved ones without having to wait for the USPS mail to arrive. Based on the most widely used messaging platform in the corrections industry, Securus e-Messaging™ improves the efficiency of staff and reduces paper mail by delivering

communications electronically – all at no cost to the facility and at less than the cost of a stamp. E messages are then delivered to kiosks or tablets and can be access throughout the term of incarceration and afterward.



Booking and Lobby Kiosks

Our kiosks are designed for the correctional environment and provide family and friends the ability to deposit funds into the commissary or inmate debit Inmate accounts. Our booking kiosk allows for funds to be deposited directly into commissary so that inmates are able to use funds immediately.

AIS

Securus Automated Information Services (AIS) provides an interactive voice response system (IVR) available to the population and the public 24x7x365. There is no cost to call, and 80-90% of all calls are resolved in less than 4 minutes with no involvement required from the agency's staff. With a speed dial button on inmate devices (terminals or tablets), most inmate questions will also be resolved. Securus AIS is available when needed and with no wait time.

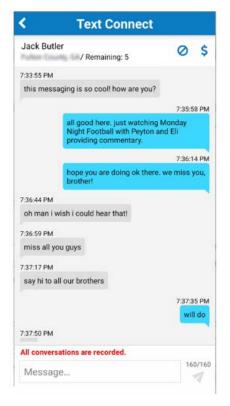
Securus Text Connect

Securus Text Connect (STC) provides real-time texting for inmates and their families and

friends, using familiar technology that is safe and secure for facilities.

To make keeping in touch with their incarcerated loved ones as easy as possible, STC offers several features for family and friends, including:

- Family and friends-initiated communication
- 100% funded by family and friends with a nominal charge per text message
- Real-time text messaging
- User interface mimics the traditional texting experience via a smartphone



Investigative Solutions

Ft Bend County will continue to benefit from our extensive suite of investigative products that have protected your community for over a decade. Our investigative software solutions were **built to work together** to provide you with a **comprehensive and powerful tool set** to help keep your facility and community **safe and secure**. These tools have been used through the years by the Homeland Security, Gang Intelligence and the Investigations Bureau at other agencies, to solve cases and proactively prevent crime. Our solutions have been extremely vital to investigations teams in their everyday jobs and we are adding more to further improve their tool set.

WORD ALERT™ is a powerful speech-to-text and keyword search tool that transcribes and translates phone calls and video visitation sessions. We know from talking to your investigation's bureau, that communication events that are not in English, are sent to a 3rd party company in order to transcribe the calls. This costs the County time and money which will now be replaced by this integrated tool which will return information immediately helping improve investigations and save funds.

THREADS™ has been used by Ft Bend County for years and has been proven to be a vital tool in assisting the County with investigations by providing analytic tools that go beyond just the communications data from the facilities. THREADS allows for facilities to locate that needle in the haystack amongst the thousands of communications events each day.

(IPRO) is an invaluable tool used by Investigators all across the country. It allows them to find PIN fraud in the jail. Many incarcerated individuals will steal PINs to evade from being caught on phone calls. With this tool at their fingertips, investigators can now uncover PIN THEFT and solve crimes easier based on voice recognition. Investigator Pro (IPRO).

ICER™ SOFTWARE – ICER detects completed incarcerated individual-to-incarcerated individual phone calls within an agency or between agencies across the country. Securus is the only vendor to provide this solution with a report showing communication events between your inmates and those in order facilities, especially communication events with incarcerated individuals at TDCJ. This product allows Ft Bend County access to other corrections agencies information to better solve crimes and to identify security threat group, gang, members.

Value Add Services (10%)

Product Roadmap for Tablets:

Redefining Officer Connectivity (Feature packed Android tablet built for agencies:

- 8 inch HD + IPS touchscreen, 3GB RAM, 32GB storage
- Flexible connectivity options: WiFi and 3G/4G, LTE Bluetooth, NFIC, and GPS
- Secured and managed with Android Enterprise
- Google Play Protect certified allows agencies to add your own apps
- Securus applications and agency desired apps available on the same device:

•



- Training, Email, etc...
- Flexibility to administer tables from anywhere
- GPS tracking capabilities for improved inventory tracking

Enabled Innovation:

Securus is redefining paradigms and setting a new standard of excellence in custom correctional industry tablet technology. Our new inmate tablet design **exemplifies** a zero-complication philosophy with:

- Corrections-best rugged hardware
- No USB external port access
- No screw closures
- SecureConnect pins for secure expansion and interface.
- Play Protect (Previously known as GMS) certified Android Hardware.
- Manufactured under Google's MADA (Mobile Application Distribution Agreement)
 License.

With the new incarcerated tablet, Securus is transitioning away from custom developed operating system to the Android Enterprise platform certified by Google. Through a hardened operating system, strict hardware requirements, security services and comprehensive Enterprise Mobility Management (EMM) policy controls, Android Enterprise provides multi-layered security and tools.

- Best-in-class device and data protection
 - o Android devices come with security already built in. To start, security functions run in a trusted execution environment (TEE) to make sure the OS stays safe.

Like protected lock screen and data encryption. And sandboxing to keep apps separate and data clean.

- o Anti-exploitation techniques prevent vulnerabilities from becoming exploitable.
- o Critical security functions happen in the TEE separate from the OS.
- Google Security Services
 - Google Play Protect detects and blocks malware threats.
 - SafetyNet API checks devices before they can access data.
- 8" HD gorilla glass touchscreen secure display
- Up to 12-hour battery life between charges
- Quick charge features
- SecureConnect accessory link



Additional Value Add Products and Services Available:

Lightning law

Secure Attorney Client Communication platform created by attorneys, designed to lighten the burden on correctional facilities, protect them from legal mail grievances, and deliver attorney client privileged communications to their entire population. It connects defense attorneys directly to their clients, providing a hyper secure end-to-end encrypted method of sharing all legal documents, obtaining signatures, annotating, reviewing evidence, obtaining information, and optional video conferencing.

Inmate Paid Video Visitation – Allows incarcerated individuals to schedule and pay for their own future video visits thru their debit account.

Human Trafficking Seminars

Helping Our Communities Against Human Trafficking Efforts: Securus participates in multiple annual events, sponsoring and participating in human trafficking cessation and recovery. Partnering with multiple local Jails and anti-human trafficking nonprofits, Securus delves through inmate communications to discover and assist in disrupting human trafficking and assist in recovery of victims.

NaphCare – Providing correctional healthcare services with a focus on empathy and promoting overall wellbeing.

Edovo – Offers secure educational and rehabilitation programming for incarcerated learners

Essential Education – Provides comprehensive learning solutions tailored to the needs of incarcerated learners.

Lantern College Education - Create custom courses for college, workforce preparation and re-entry.

Honest Jobs – Connects incarcerated individuals with job opportunities from fair change employers.

R3UP - Vital destination for rich re-entry learning tools, self-development content, and reentry planner to best prepare users for post-release. R3's core product is an individualized assessment that provides a more holistic criminal background check.

Defying Destiny - Securus-produced original content series shining a spotlight on human trafficking and featuring stories and interviews with former victims sharing their stories of how they became victims and how they emerged to lead successful lives. Series is in partnership with In Our Backyard, an organization dedicated to fighting human trafficking and supporting former victims.

Each episode profiles a former victim's journey and an interview highlighting warning signs of recruitment, ways they received support, and how they managed to orchestrate second successful acts.

Work Bay (Re- entry) – Integrates a LMS with job postings and applicant tracking resumes, and competency portfolios.

Untapped - In-facility service access: Our app connects inmates to reentry services ahead of release.

ConConnect - ConConnect forms a crucial bridge between social enterprises and untapped talents, bolstering the efficiency of client Management, service allocation, and job Placement activities

STC

Securus Text Connect (STC) provides real-time texting for inmates and their families and friends, using familiar technology that is safe and secure for facilities. To make keeping in touch with their incarcerated loved ones as easy as possible, STC offers several features for family and friends, including:

- Family and friends-initiated communication
- Real-time text messaging

- User interface mimics the traditional texting experience via a smartphone
- Simple access to STC through the familiar Securus mobile app
- Safety features that include the ability to block inmate contacts

Agency Document Manager

FYI App: The Securus FYI Application allows the agency to distribute documents, videos, and audio so the population may access with no intervention or delay. This may include important agency content such as handbooks, PREA, policies, reentry resources and more. Your team uses the Agency Document Manager to upload docs to the FYI App. The content added to the FYI app can be sorted into categories that are created by the agency for their unique needs. Uploading documents significantly reduces the time your team spends responding to questions and document requests.

VRS

Securus provides support for hearing-impaired inmates through both Video Relay Service (VRS) and TTY/TDD. The Securus VRS solution is a complete solution for correctional-grade VRS services that incorporate FCC regulations, as well as the inmate call controls, management, and investigative abilities expected for inmate calls. VRS includes visual communication, the automatic insertion of an ASL interpreter when needed, and adherence to FCC regulations.

Lexipol Services - As a corrections administrator, you have the responsibility to properly train your personnel and ensure your facility can demonstrate compliance. Without an effective system in place, your personnel could face challenges they're unprepared to meet, and your correctional facility could face "failure to train" liability.

Improve the safety and effectiveness of your personnel with an online training solution from CorrectionsOne Academy, brought to you by Lexipol, the nation's leading content, policy and training platform for Corrections, Probation and Parole and a partner with Securus.

Lexipol CorrectionsOne Grant Services - In partnership with Securus Technologies, Lexipol's pre-award grant services provide customized solutions enabling applicants to tap into federal, state, and private grants. We have been assisting public safety agencies since 2009 with grant research, writing and consultation.

Installation

Installation and Implementation

Securus technicians work closely with our partners during the installation and implementation stage of the process in order to minimize revenue loss and facility impact. Securus technicians have developed a proven plan that takes into account the constraints associated with the secure nature of both the inmates and the information housed at the correctional facility. The plan calls for all new systems to be built and installed in parallel operation with current systems to ensure proper functionality prior to transition. Securus technicians also provide all needed integration with other facility technologies, including commissaries, trust accounts, and jail management systems.

We understand that the vendor you select needs to be able to install their system quickly and with minimal disruption to staff and inmates. That's what Securus brings as the current vendor. We have had over 1,900 successful installations over the years with a proven plan to ensure we always meet tight customer deadlines. This is the leading packet-based system installed in correctional facilities with a proven history of deployment in mega correctional facilities, and more specifically, older facilities with unique wiring configurations.

No other system on the market today has more successful installations than Securus. We designed, build, and maintain our own equipment and the team that we have selected to install this system is fully trained and experienced in the rigorous requirements of Ft Bend County. We will use our time-tested and proven project plan to ensure we install our system and train users efficiently and effectively.

Our approach uses a five-phase process with multiple quality checkpoints along the way to make sure our implementation is done to your satisfaction. We will engage multiple teams to address contractual issues as well as any integration needs in concert with our installation efforts. Being the current vendor will allow for faster installation and implementation of all products that no other vendor can do in a timely manner. It will take years for any other vendor to implement and execute every product in this RFP given they would have to learn everything about your current operations and needs.

Ft Bend County will gain huge benefits from staying with Securus: Current Vendor - As the current vendor, Phone, video visitation, tablets, kiosks, AIS, VRS, E messaging, Lobby and Booking kiosks, are currently installed. The network and infrastructure of all solutions is already installed which would take months for another vendor to install just the infrastructure. Securus will upgrade hardware and software as we roll out new technology. Choosing a new vendor will mean a year's long installation of all the product requirements and major disruption to the current environment. Adding a tablet network can easily be done since our infrastructure is currently in place.

Equipment Maintenance and Repair Securus Field Services personnel carry extra inventory at all times. The current Securus onsite Field Service Technician is required to keep inventory onsite to ensure a fast turnaround of equipment that needs replacement. All parts and equipment follow our standard warranty provisions. Over the years, we have replaced equipment in less than 24 hours from request, most being same day replacement. It is our job to ensure that service is never compromised due to equipment downtime, so we focus on minimizing the length of time that equipment is in need of repair.

Our onsite technicians will always keep new replacement parts to ensure if something breaks, new equipment is installed. Our equipment is 100% covered by warranty provisions and we will continue to replace and upgrade all existing equipment throughout the life of this contract at no cost to the Ft Bend County.

We will also ensure that anything we install and provide is within our contract terms and conditions at no cost to the County. Installation and Implementation Securus technicians work closely with our partners during the installation and implementation stage of the process in order to minimize revenue loss and facility impact.

Securus technicians have developed a proven plan that takes into account the constraints associated with the secure nature of both the inmates and the information housed at the correctional facility. The plan calls for all new systems to be built and installed in parallel operation with current systems to ensure proper functionality prior to transition. Securus technicians also provide all needed integration with other facility technologies, including commissaries, trust accounts, and jail management systems, all of which we are currently integrated with.

Completeness of RFP

Securus has reviewed the documents in this RFP and will comply with the required documents. Securus has complied with everything in this RFP including forms requested.

- Proof of Insurance
- Vendor Form
- W9 Form
- Completed Tax Form

WHY SECURUS IS THE BEST CHOICE

Our knowledge of your needs gained from working together for the last 7
years. You know our employees, and we know you. We understand your internal
operating procedures and how things get done within your facility. There is no
substitute for the experience we've both gained in working together and the system
interoperability in place today.

- Integration with existing processes and vendors We've integrated processes, systems and applications to minimize work on your staff without sacrificing data accuracy. We know how to work with your existing vendors and equipment. No need to start over and go through the difficult process of re-mapping, reengineering, re-developing, and re-training integration links. We are ready to go with our proposed offer on Day 1.
- No Impact on Inmates or their Friends or Family Members. No need to
 establish new accounts, or to arrange for refunds of existing accounts. No need to
 work through call blocking problems or answer questions about how to set up new
 accounts from confused constituents or attorneys.
- **Eliminate Unnecessary Work by Staff.** Staying with Securus means you don't have to make your corrections staff learn to work with a new vendor. No extra training and no new contacts to have to establish.
- A proven vendor with over **30+ years** of experience.
- A vendor who has the most expertise in the installation of phones, video visitation, tablets, investigative services and additional value-added services such as electronic monitoring, payment services, electronic mail and various other services that allow inmates to communicate with their loved ones.
- A vendor who continues to develop products and services that come straight from customer's needs.
- A proven vendor you can trust that will work with you side by side and be a true partner who will listen to your needs and deploy solutions that will help keep your officers safe and provide solutions for inmates to assist them with re-entry back into society.
- An Investigative Suite of products that makes all others pale to in comparison, providing greater control over gang activity, insight into participants in human trafficking circles, and not just verifying but identifying all inmates on a call
- A fully integrated video visitation platform delivered on tablets or terminals, with ConnectUs, that enables inmates with our proven tools; helping educate and provide inmates with re-entry tools & services they need to succeed
- A corporate commitment to serving law enforcement and corrections

We want to be your chosen partner and have put forth an offer that provides Ft Bend County with the best technology, the low-cost solutions to inmates and families as well as the best support in the industry. More importantly, we believe it is our obligation to deliver our services with quality and integrity.

Our commitment to Ft Bend County is that not only will we deliver the very best service and support, but we will do so with the highest level of ethical standards. We respectfully,

| request the privilege of continuing to serve Ft Bend County. Thank you for being a great customer. We look forward to working with you in the coming years. | | | |
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TAB 1 TECHNICAL SPECIFICATIONS

28.0 TECHNICAL SPECIFICATIONS (TELEPHONES):

28.1 Telephone service requirement: The system must be capable of providing local, inter-LATA, intra-LATA, and international telephone service to inmates.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Technologies is licensed by the Federal Communications Commission as a communications provider and possesses all State and Federal licenses required of a common carrier of inter-LATA, interstate, and international telecommunications services. Our FCC Federal Registration Number (FRN) is 0006222319.

28.2 Telephone hardware requirements:

28.2.1 Suitable for inmate environment: The Respondent is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each telephone is to be a non-coin, "dumb" type unit that is tamper-resistant. Equipment must not contain any external removable parts.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus' inmate telephones are designed specifically for the prison environment. The following information is the manufacturer-provided telephone specifications.

The Industry Standard

The G-Tel model JP-3500 phones are the overwhelming choice for state prison systems, the Federal Bureau of Prisons, county, and city facilities nationwide because of their proven reliability, durability, and flexibility.

Features/Options

The proposed phone models include the following features:

- Durable 14-gauge stainless steel
- Built-in mounting plate designed for fast, easy installation
- Mounting plate includes gasket which prevents moisture from entering phone
- Oversized line-wire entrance hole w/ moisture-preventing gasket
- Direct wall- or enclosure-mount
- Tamper-resistant locking system
- Oversized, stainless-steel, ADA-compliant keypad

- Adjustable volume button for full ADA compliance
- Magnetic, sealed hookswitch
- Armored handset cord, with internal lanyard, is made to Bellcore standards and withstands minimum 1000-pound pulling test
- Handset cord retaining bracket is designed for fast, easy handset changes
- Stainless-steel grommet provides added security for the handset cord
- Adjustable handset cord lengths, with standard 24" handset length
- Optional noise-canceling microphone available
- Large, customizable instruction card area
- Tested and compliant with FCC Part 15, Subpart B and ANSI C63.4: 2014 standards.
 FCC Certificate of Conformity number DL-20171166613C



28.2.2 Volume control: All inmate telephones will have adjustable volume control.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus terminals have volume control. Inmates can control by a separate button or using the * or # adjust up and down to set volume.

28.2.3 TDD/TTY compatible: Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide accommodations necessary to comply with the Americans with Disabilities Act (ADA). The Securus program for Inmates who are deaf or hearing impaired allows those Inmates to place outgoing telephone calls using a text telephone (TTY) device integrated with NextGen Secure Communications Platform™ (NextGen SCP™).

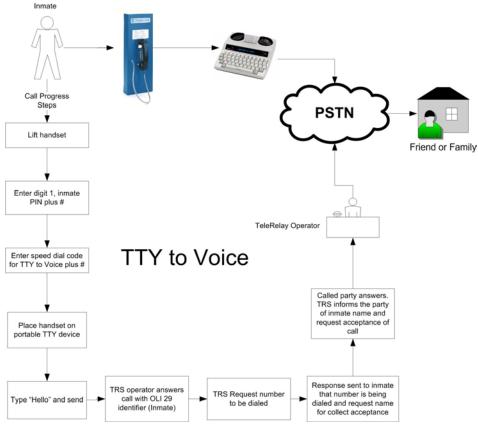
TDD and TTY Telephones

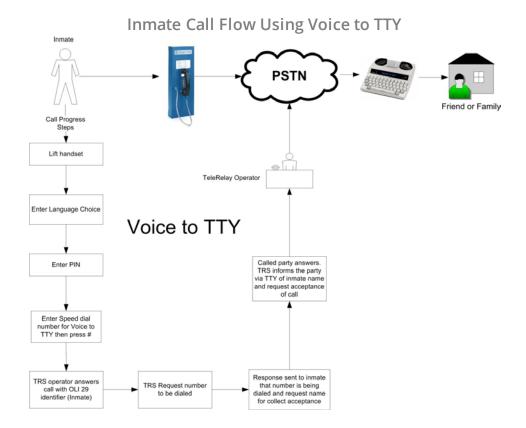


The technology provided uses dedicated ports on the NextGen SCP™ calling services and eliminates the need for a correctional officer or staff member initiating the call process. The Inmate placing the handset on the TTY device and entering the speed-dial number initiates the call. The Inmate then communicates using the TTY device through the Securus Inmate Telephone System (SITS) to the state's telecommunication relay center (TRS). The information includes the option of including the Inmate's PIN, along with a pre-set toll-free number that is direct-dialed to the TRS. With TRS, a special operator communicates back to the Inmate to confirm the connection and begins the call connection process to the called party who receives the call on a collect basis.

Integrating the TTY call through SITS allows the facility to specify various policy and security measures such as time limits, call recording, redial prevention and more. With TRS, a special operator communicates back to the Inmate to confirm the connection and begins the call connection process to the called party. Charges to the called party will be rated and billed by the relay service provider.

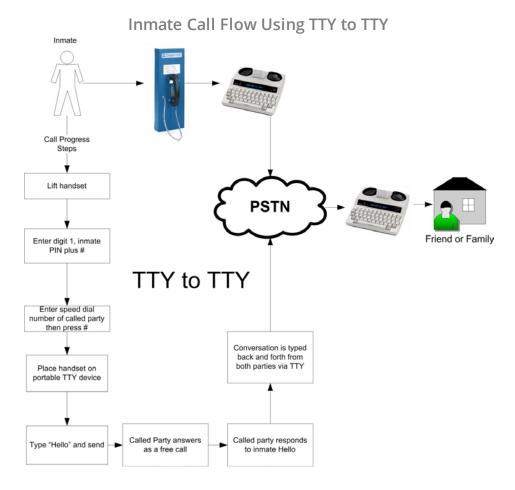
Inmate Call Flow Using TTY to Voice





Inmate Call Using TTY Phone Calling Another TTY (TTY to TTY)

When a hearing impaired Inmate places a call using a TTY phone to a friend or family member utilizing a TTY phone must include the called party on their PAN list. Facilities can apply the same calling restrictions to hearing and hearing-impaired Inmates. Charges to the called party will be rated and billed by Securus and Inmates can also place debit calls.



PORTAVIEW TTY/TDD PHONE

We're proposing the PortaView TTY/TDD phone model. The following information is the manufacturer-provided telephone specifications:

Features/Options

These TTY/TDD phones provide the following features/options:

- Built-in 20-character display
- 32K character memory
- Four-row keyboard
- Pre-recorded greeting messages
- GA-SK combination keys for easy typing
- Acoustic cups to fit round and square handsets



TTY CALLS AND DEVICES INTEGRAED WITHIN THE NEXTGEN SCP NETWORK

TTY calls and devices are integrated within the NextGen SCP™ network, allowing for standard calling service policies, such as call recording, time limits, remote printing of the call contents, redial prevention, and more.

The platform treats a TTY call the same as any other call, and records and can play back the sound of the call "as is," which depends on how the call is placed.

Possible call method scenarios include:

- A hearing-impaired inmate uses a TTY/TDD phone to call a hearing-impaired individual who has access to TTY/TDD. The "language" of the call would be the Baudot code—that is, the tones of the two TTY machines. The recording will contain the tones of the two TTY machines. Fort Bend County Jail can use readily available separate software to convert the tones to text, and then print the conversation.
- A hearing-capable inmate uses a standard inmate phone to call a hearing-impaired individual through a TTY relay service. The recording will contain the voice of the inmate and the relay operator.
- A hearing-impaired inmate uses a TTY phone to call a hearing-capable individual through a TTY relay service. The recording will contain the tones of the inmate's TTY machine and the relay service's TTY machine. Fort Bend County Jail can use readily available separate software to convert the tones to text, and then print the conversation.

In addition, we can provide our VRS (Video Relay Service) solution. NextGen SCP provides support for hearing-impaired inmates through both VRS and TTY/TDD. Our VRS solution is a correctional-grade service that complies with FCC regulations and all inmate call controls, management, and investigative abilities expected for inmate calls.

28.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

28.3.1 Automated direct call processing: Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international calls will be allowed. The system shall require a positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The system requires active, positive called party acceptance using touch-tone telephones before the conversation can begin. When the called party answers the phone, answerdetection technology triggers the call acceptance message. This message announces the Inmate's call and asks the called party to accept or reject the charges of the call. The called party is instructed to dial a single digit on their telephone to accept the call charges, or hang-up to disconnect the call and refuse charges.

Automated Operator Services (AOS)

NextGen SCP includes an Interactive Voice Response (IVR) system that provides Automated Operator Services (AOS). The AOS uses clear and concise, professionally recorded voice prompts to establish call acceptance and to assist inmates and called parties throughout the calling process.

When the called party answers the phone, the advanced answer detection triggers the call acceptance voice prompt. The called party hears, "Hello, you are receiving a collect call from [inmate's name], an inmate at the Fort Bend County Jail. This call is subject to monitoring and recording." NextGen SCP then gives the called party the following menu options:

- "To accept this call, press 1."
- "To refuse this call press 2."
- "To hear the rates and charges for this call, press 7."
- "To block future calls to your number, press 6."

The AOS feature reflects the options that are configured for that specific site to limit the menu and expedite prompt flow.

The following are examples of the information provided:

Available Options to Called Parties

Available Options to Inmates

- Request a rate quote
- Hear the name of the facility and inmate calling
- Listen to prerecorded announcements
- Choose to place a collect or debit call; if debit, PIN entry is

- Accept or reject the call
- Request available balance of an AdvanceConnect® account or available credit of the Direct Bill account
- Hear instructions on how to add more money to their prepaid account or pay their Direct Bill Account
- Connect to a live agent to setup a prepaid account
- Choose to hear the prompts on the system in English, or the language selected by the inmate (if configured for this option)
- Pay for the incoming call with even when they do not have a Securus Account
- Hear optional messages (by request of Fort Bend County Jail)
- Block their number prior to accepting a call

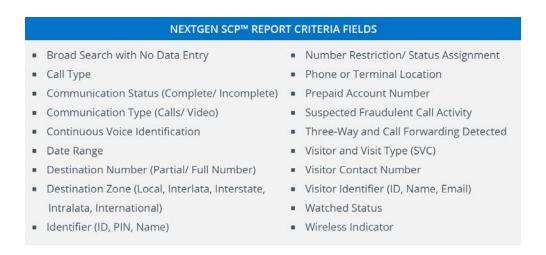
- requested, the inmate hears the available balance in their account and the cost of the call
- Select a specific language at the beginning of the call (if configured)
- Acknowledge that the call is going to be monitored and recorded
- Hear available call time (prompt will tell the inmate call time limits based on calling schedules or calling restrictions)
- Identify themselves by PIN or Voice Biometrics (if configured)
- Add, remove, and/or listen to the phone numbers on their PAN list (if configured)
- Hear optional messages (by request of Fort Bend County Jail)

*The calling service's automated operator also provides a <u>Perma Block process</u>, which allows a called party to block their number permanently. This feature may be used to block calls from any inmate in the facility. The ability to immediately block calls helps reduce the number of called party complaints. The called party can also choose to end the call by hanging up.

CALL DETAIL RECORDS

Identify trends, investigate suspicious activities, and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events. NextGen SCP has a report writer that provides investigative information based on the communication detail records. Fort Bend County Jail may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

Custom and standard searches worth sharing: NextGen SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. Fort Bend County Jail also may create customized reports by changing search criteria. After search results are generated, you can sort based on communication event details. The data exports to Excel, CSV (Comma Separated Values), or Adobe PDF format and the files may then be saved, printed, or emailed to others.



ADVANCED SEARCH Communication Date Range (CT) Advanced Search Criteria 03-23-2023 12:00 AM - 04-21-2023 11:59 PM No specific criteria selecte: → □ Type Inmate Name (ID) ② Other Party ▼ □ INMATE, GAMA (Gamiliozzi) TIPS11 BURNS, KEN (6313) 1 (800) 990-01104 04-20-2023 3:08:07 PM 00:0 3 🖈 🐧 🐧 🧥 Call to: 1 (972) 625-2327 URNS, KEN HILL 1 (214) 334-3304 D* 04-20-2023 2:59:56 PM 00:00 1. Menu options to further refine the search results. Pro PIN Check 2. Blue column titles allow you to sort the records in the results grid. 3. Icons show record was: accessed, played back, downloaded, add/view note, or flagged. Panel displays selected record's details, notes, and activity history.

Communication Detail Record - Advance Search Results

28.3.2 Pre-Pay Calling Service: In addition to traditional collect call service, County requires that the Respondent provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Respondent. The Respondent to describe their proposed Pre-Pay Calling Option to include at a minimum their proposed approach to the following:

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus offers a variety of call types, including prepay debit, collect, and AdvanceConnect Single Call. These are described below.

Funding Options

Funding made easy: Securus offers friends and family members of Inmates a wide variety of options to set up and fund prepaid accounts. To create and fund a pre-paid calling account, friends and family members can:

- Call our customer service center and speak with a live operator
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Use our mobile app
- Fund accounts by mail
- Visit one of more than 35,000 MoneyGram locations such as Walmart and CVS Pharmacy
- Visit one of more than 58,000 Western Union locations.

Securus does not charge a fee to establish a prepaid collect account or obtain a refund. Friends and family members can expedite the processing payment by using a credit card for a fee of up to \$5.95.

Friend and Family Funding Options

Securus Friends and Family Call Center

We're available so that you don't have to use staff time to answer questions on telephone account issues.

- Available 24 hours a day, seven days a week and 365 days a year
- Staffed with Securus employees
- Use automated telephone access or talk to a live agent
- Fund an account
- Accept Visa and MasterCard (all options may not be available to all customers based on our risk management practices)
- Manage account (e.g. open accounts, make or check payments, confirm rates, obtain credit limits, review call history, review account balances, manage account notifications, and get questions answered)

Website and Mobile App Access

For those who want to fund without interacting with a call center agent

- Create an account
- Mobile-friendly
- Fund an account
- Accept Visa, and MasterCard (all options may not be available to all customers based on our risk management practices)
- Manage account (see above description)

Lockbox

Cash conscious parties can fund without a transaction fee or a minimum. This allows Inmates to talk with called parties who would not ordinarily be able to set-up accounts.

- Accept personal checks, money orders, and cashier's checks mailed to Securus.
- No funding minimum

MoneyGram

For those without credit cards or who want immediate account set-up with no minimum fee

Fund at over 35,000 Walmart and CVS Pharmacy locations

Western Union

For those without credit cards or who want immediate account set-up with no minimum fee

Fund at over 58,000 locations

Kiosks (optional)

A funding source sent by friends and family members when they visit Inmates.

Available in lobby

Inmate Funding Options

Securus Debit

The integrated option allows Inmates access to other accounts to fund telephone calls.

Integrated with trust fund or telephone fund accounts

Kiosks (optional)

A funding source sent by friends and family members when they visit Inmates.

Available in pod and at booking

Collect Calls

With Securus Direct Bill, friends, family, attorneys, and bail bondsman may set up an account to receive collect calls from an inmate. Each month we'll send an itemized bill directly to the account holder for payment. The account holder may opt to pay the bill each month by responding to a text notification—easy! No advance funding or pre-payment is required; however, all prospective Direct Bill account holders must pass a credit check prior to account activation. Subject to any facility restrictions, the account holder designates a list of numbers that may be called. If a Direct Bill is not paid in full by the due date, the Direct Bill account will be blocked from receiving future calls until paid and may affect future credit eligibility. If a bill is paid more than seven days late, the account will be converted to an AdvanceConnect® prepaid account.

AdvanceConnect® Single Call

With AdvanceConnect® Single Call, the person who is called is offered a quick and easy way to connect by paying for the call with a credit or debit card. Calls may go through even if the person called does not have a prepaid account or has an account with insufficient funds. The caller will have an opportunity to enter a credit or debit card to pay for just that one call. All calls will be charged at the specific facility call rate plus applicable fees and federal, state, and local taxes. For calls traditionally not connected, this one-time transaction is an easy way for all calls to connect.

28.3.3 Real-Time Called Party Prepaid Account Set Up Method: At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Multiple options for setting up and paying for calls are provided for in the Securus system. Several of these are described below.

Real time Call Control and Processing

We provide real time call control and processing with options for the Inmate to make a collect call or pay for the call from their personal Securus Debit Account. In addition, the Inmate can use a Securus "wallet" using our Securus Prepaid Debit Account that provides an integrated interface from which to purchase any of our services including phone, video, eMessaging, tablet media content, and future services.

Real-time phone service payment integration with a trust/commissary is an unnecessary complication in the call processing flow. It also limits your ability to offer services as every current and future service would need to be integrated between the two companies. There are also specific federal regulations that mandate how funding for phone services are handled which complicates any integration.

The Securus Debit Account function at your facility can be set up for a Maximum Debit Account Balance through a feature that your commissary vendor can use to prevent transfers into Securus Debit when the balance in the Debit Account reaches your required maximum fund balance. This allows the County to manage the risk of fraud by limiting the funds held.

We'll refund any remaining Securus Debit Account funds upon the Inmate's release through one of two options: Currently Securus send unused funds back to the Aramark system to ensure one check is cut for both unused Securus funds and unused commissary.

- Send the refund to a Western Union office convenient for the released individual.
- Send the fund balances back to Fort Bend County Jail or your authorized commissary/trust vendor for final disbursement.

Securus Direct Bill

With Securus Direct Bill, friends, family, attorneys, and bail bondsman may set up an account to receive collect calls from an inmate. Each month we'll send an itemized bill directly to the account holder for payment. The account holder may opt to pay the bill each month by responding to a text notification—easy! No advance funding or pre-payment is required; however, all prospective Direct Bill account holders must pass a credit check prior to account activation. Subject to any facility restrictions, the account holder designates a list of numbers that may be called. If a Direct Bill is not paid in full by the due date, the Direct Bill account will be blocked from receiving future calls until paid and may affect future credit eligibility. If a bill is paid more than seven days late, the account will be converted to an AdvanceConnect® prepaid account.

AdvanceConnect® Single Call

With AdvanceConnect® Single Call, the person who is called is offered a quick and easy way to connect by paying for the call with a credit or debit card. Calls may go through even if the person called does not have a prepaid account or has an account with insufficient funds. The caller will have an opportunity to enter a credit or debit card to pay for just that one call. All calls will be charged at the specific facility call rate plus applicable fees and federal, state, and local taxes. For calls traditionally not connected, this one-time transaction is an easy way for all calls to connect.

Automated Operator Services (AOS)

NextGen SCP includes an Interactive Voice Response (IVR) system that provides Automated Operator Services (AOS). The AOS uses clear and concise, professionally recorded voice prompts to establish call acceptance and to assist inmates and called parties throughout the calling process.

When the called party answers the phone, the advanced answer detection triggers the call acceptance voice prompt. The called party hears, "Hello, you are receiving a collect call from [inmate's name], an inmate at the Fort Bend County Jail. This call is subject to monitoring and recording." NextGen SCP then gives the called party the following menu options:

- "To accept this call, press 1."
- "To refuse this call press 2."
- "To hear the rates and charges for this call, press 7."
- "To block future calls to your number, press 6."

The AOS feature reflects the options that are configured for that specific site to limit the menu and expedite prompt flow.

The following are examples of the information provided:

Available Options to Called Parties

Request a rate quote

- Hear the name of the facility and inmate calling
- Accept or reject the call
- Request available balance of an AdvanceConnect® account or available credit of the Direct Bill account
- Hear instructions on how to add more money to their prepaid account or pay their Direct Bill Account
- Connect to a live agent to setup a prepaid account
- Choose to hear the prompts on the system in English, or the language selected by the inmate (if configured for this option)

Available Options to Inmates

- Listen to prerecorded announcements
- Choose to place a collect or debit call; if debit, PIN entry is requested, the inmate hears the available balance in their account and the cost of the call
- Select a specific language at the beginning of the call (if configured)
- Acknowledge that the call is going to be monitored and recorded
- Hear available call time (prompt will tell the inmate call time limits based on calling

- Pay for the incoming call with even when they do not have a Securus Account
- Hear optional messages (by request of Fort Bend County Jail)
- Block their number prior to accepting a call
- schedules or calling restrictions)
- Identify themselves by PIN or Voice Biometrics (if configured)
- Add, remove, and/or listen to the phone numbers on their PAN list (if configured)
- Hear optional messages (by request of Fort Bend County lail)

*The calling service's automated operator also provides a <u>Perma Block process</u>, which allows a called party to block their number permanently. This feature may be used to block calls from any inmate in the facility. The ability to immediately block calls helps reduce the number of called party complaints. The called party can also choose to end the call by hanging up.

28.3.4 International Calling: Respondents shall describe the system's method for the completion of international calls outside of the North America Dialing Plan.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus can provide international collect calling at Fort Bend County Jail's request. The called party can pay for these calls via a Direct Bill account or through an AdvanceConnect® prepaid account. Called parties without one of these accounts can also receive and pay for a single call through our AdvanceConnect Single Call feature.

28.3.5 User-Friendly Voice Prompts: The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available through the automated operator system.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus automated operator uses clear, concise, professionally recorded voice prompts to assist the Inmate through the calling process. By default, the Securus calling service offers language prompts in both English and Spanish. Securus can provide additional languages on request. The NextGen SCP™ can be configured to provide prompts in as many as nine languages.

After the language prompts are configured in the calling service system, Inmates select their language choice at the beginning of the call process by dialing a single digit. During call acceptance, the called party receives the acceptance instructions in English first, followed by an option to continue in the language selected by the Inmate. This fraud deterrent feature eliminates Inmate attempts to confuse called parties with a language they do not understand.

Securus also provides durable printed dialing instructions at each Inmate telephone location in English, Spanish, and any other languages specified by the County. As a security measure, Securus will use materials and techniques appropriate for the corrections environment that explains the process in a clearly defined and easy to read manner.

| AVAILABLE LANGUAGES SUPPORTED ON NEXTGEN SCP™ | | | |
|---|----------------------------|------------------------------|--|
| English | ■ Italian | Portuguese | |
| Bengali | Korean | Russian | |
| French | Mandarin | Somali | |
| Haitian Creole | Navajo | Spanish | |
| Hmong | Polish | Vietnamese | |

Customized Voice Prompts

Securus calling service uses customized, professionally recorded voice prompts to guide an inmate and the called party through the process of placing and accepting calls. Voice prompts are configurable to meet the needs of the Fort Bend County Jail—Fort Bend County Jail branding and variable options are available. Fort Bend County Jail may add announcements during call setup, call acceptance, when an event occurs, or to prompt an action from either party. We provide multilingual support for voice prompts in 15 languages, and up to nine default language options for Fort Bend County Jail facilities. The called party may then select between English and the inmate's selected language on each call.

28.3.6 Restricted Incoming Calls: The system shall restrict incoming calls, allowing outgoing calls only.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

To ensure maximum security to the system, we provision trunks in the data center as outgoing only, ensuring that no incoming calls can reach the Inmate. We perform full testing of these trunks, verifying compliance with this requirement.

28.3.7 Call Restriction Capabilities: The system shall have the capability to restrict area code, exchange, single number or range of numbers. The

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

As Inmate phones are a shared resource, facilities often need to enforce the equitable sharing of them. While Securus will install additional phones as needed, sometimes space and logistics preclude this option. In that case, Fort Bend County Jail may use call restrictions to regulate Inmate access to ensure access by all Inmates.

The NextGen SCP provides calling restrictions to give Fort Bend County Jail control of calling activity at the Inmate, port, phone group, facility, or customer level. Multiple restrictions can be crafted within each restriction set.

Examples of call restrictions are:

- Time of day and/or day of week
- Maximum duration of a call for that PIN or phone
- Maximum number of calls per day/week/month
- Maximum type of calls per day/week/month
- Maximum number of call connects, accepts and/or mins of talk time

All imposed calling restrictions are automatically managed by the NextGen SCP system to relieve facility staff of calling restriction enforcement responsibilities.

Restrictions may also be used for punitive measures or behavior modification by restricting access versus revoking complete access as done through suspension.

Inmate Calling Restriction Profiles

Fort Bend County Jail can set up Inmate Calling Restriction Profiles to limit the number and length of calls an Inmate can make by day, week, or month. These "velocity" Restrictions are applied to an Inmate's Custody Account. The limitations can be set for a specific call type such as Collect calls, Free calls, or Crime Tip calls; or for all call types depending on Fort Bend County Jail needs. Authorized officers at Fort Bend County Jail can create as many calling restrictions as necessary to meet the facility requirements, then select the profile that best fits each Inmate.

How it Works

When Inmates enter their PIN, the system checks their daily, weekly, and monthly calling restrictions before connecting the call. If an Inmate has exceeded any of the limits, the call is blocked. During an accepted call, the system ensures the time limit is not exceeded for the restricted time frame.

Calling Restrictions can be setup in multiple ways:

- By Facility The entire agency follows the same set of restrictions.
- By Site Each site within a facility has its own set of restrictions.
- **By Phone Group** A group of phones that use a particular calling limit that is different from another phone group in a facility.
- By Inmate An Inmate's custody account is setup with a specific calling limit.
- By Call Type Exclusions Certain call types can be excluded from a calling restriction (i.e. Crime Tip, PREA or Private calls).

system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888. 700. 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP allows authorized facility personnel to manage blocked numbers using the platform user interface. Blocked numbers can be applied at various levels—facility, site, phone group, phone, and Inmate. NextGen SCP offers unlimited blocking so the resulting call blocking table that is created may contain as many entries as needed. In addition, there is an associated "Description" field that allows for additional information to be attached.

Typically, the call blocking list includes the phone numbers of local judges, sheriffs, facility personnel, jury members, attorneys and witnesses. This feature prevents Inmates from making calls to the specific numbers listed.

As the incumbent, Securus will affirm your call blocking list during the installation process to eliminate the burden of initial setup from your facility staff. All dial-around area codes and exchanges, such as 800, 900, and 976, are blocked by default. Access to live operator services, such as 0, 411, and 911, are also blocked by default.

28.3.8 Name Recording Capability: The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1st) call attempt or by the Respondent's provided administrative personnel. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all

future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The calling service allows inmate s to record their name, associated with their custody account and Personal Identification Number (PIN), for reuse on phone calls. The recorded name is then played on all calls the inmate makes with their PIN. If PINs are not required, the system will ask the inmate to state their name on each call, with the recording then played to the called party. A corresponding pre-recorded inmate name is always played to the called party when announcing the call.

For maximum flexibility, this function is configurable and allows correctional facilities to turn on or off the use of pre-recorded names per inmate, facility, and customer level. A pre-recorded name may also be reset, forcing the inmate to record their name again.

Default time to record inmate's name

The default time to record an inmate's name is three seconds. However, within the calling service, this name recording time is configurable. To ensure that the message is delivered and received, the calling service plays the inmate's recorded name to the called party twice before termination. This is also configurable to meet your needs.

28.3.9 Disallowance of Chain Dialing and Secondary Dial Tones: The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our calling service analyzes call data and system parameters to detect any anomalies, hardware failures, fraud indications, or unusual usage patterns. The system logs all telephone activity and statistically analyzes it to detect attempts at call forwarding, threeway calling, 'hook switch dialing', 'black boxing', 'hacking', and other fraudulent telephone activities.

The calling service will provide, at a minimum, the following fraud prevention aids:

- Detection of three-way calls (patented)
- Elimination of secondary dialing
- Prevention of switchhook dialing
- Limits the number of times an Inmate can redial a telephone number within a specific period (parameters to be set by the Department)
- Collection and prevention of DTMF
- Detection of call forwarding

The system, by default, does not allow the Inmate to press additional digits. It uses our patented DTMF collection techniques to collect and only act upon digits that the system is expecting. Unlike traditional premises-based systems, the calling service controls the call and buffers digits between pressing and sending. For instance, when the system asks for language selection it expects a one-digit answer; when asking for a PIN it expects the maximum PIN length. The system does not expect digits after call connection and will not accept any extra pressed digits. This makes it impossible for Inmates to receive a secondary dial tone or call anyone by dialing additional digits after call connection.

28.3.10 Services for the Hearing Impaired: The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must also be capable of providing video relay services, as well as call restrictions, for hearing impaired inmates using a video relay device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through both devices. The system should also have the capability to record the call and convert it to text so that it can be stored and reviewed via the inmate telephone system user interface. Explain how the proposed system meets these requirements.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide accommodations necessary to comply with the Americans with Disabilities Act (ADA). The Securus program for Inmates who are deaf or hearing impaired allows those Inmates to place outgoing telephone calls using a text telephone (TTY) device integrated with NextGen Secure Communications Platform[™] (NextGen SCP[™]).

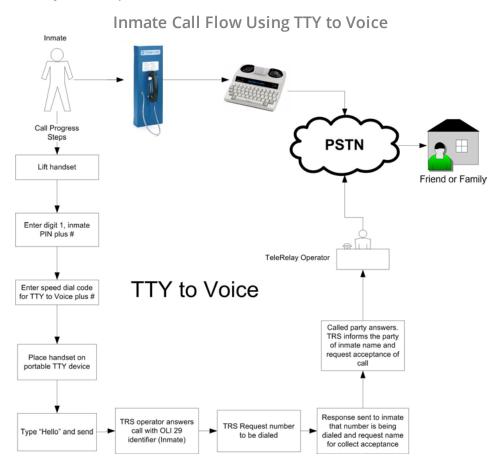
TDD and TTY Telephones

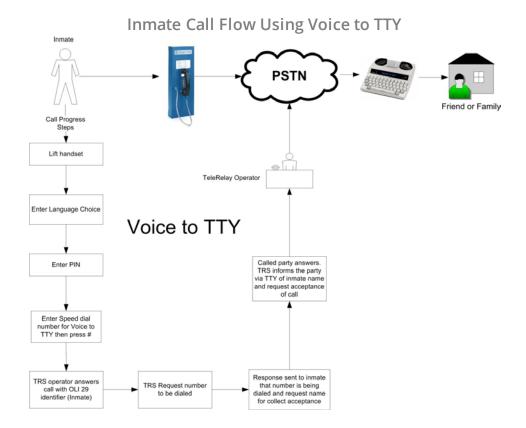


The technology provided uses dedicated ports on the NextGen SCP™ calling services and eliminates the need for a correctional officer or staff member initiating the call process. The Inmate placing the handset on the TTY device and entering the speed-dial number initiates the call. The Inmate then communicates using the TTY device through the Securus Inmate Telephone System (SITS) to the state's telecommunication relay center (TRS). The information includes the option of including the Inmate's PIN, along with a pre-set toll-free number that is direct-dialed to the TRS. With TRS, a special operator communicates back to

the Inmate to confirm the connection and begins the call connection process to the called party who receives the call on a collect basis.

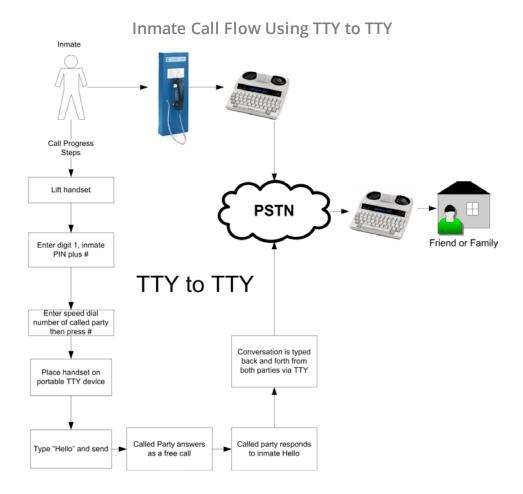
Integrating the TTY call through SITS allows the facility to specify various policy and security measures such as time limits, call recording, redial prevention and more. With TRS, a special operator communicates back to the Inmate to confirm the connection and begins the call connection process to the called party. Charges to the called party will be rated and billed by the relay service provider.





Inmate Call Using TTY Phone Calling Another TTY (TTY to TTY)

When a hearing impaired Inmate places a call using a TTY phone to a friend or family member utilizing a TTY phone must include the called party on their PAN list. Facilities can apply the same calling restrictions to hearing and hearing-impaired Inmates. Charges to the called party will be rated and billed by Securus and Inmates can also place debit calls.



Video Relay Service (VRS).

Securus' NextGen SCP™ provides support for hearing-impaired inmates through both Video Relay Service (VRS) and TTY/TDD. The Securus VRS solution is a complete solution for correctional-grade VRS services that incorporate FCC regulations, as well as the inmate call controls, management, and investigative abilities expected for inmate calls.

VRS offers unique challenges to the correctional industry due to its reliance on American Sign Language (ASL), which requires visual communication, the automatic insertion of an ASL interpreter when needed, and adherence to FCC regulations that prohibit VRS service providers from interfering with or recording the communication.

Securus VRS addresses all these challenges so as to provide Fort Bend County Jail with a VRS solution that does more than meet the requirements of ADA compliance—Securus VRS meets these challenges through a high-level integration with NextGen SCP. The high level of integration between Securus VRS and NextGen SCP provides hearing-impaired inmates with "equal access" to communication services while allowing Fort Bend County Jail to provide, manage, and investigate inmate VRS calls in a manner consistent with traditional inmate calls.

Securus VRS provides equal access by allowing Fort Bend County Jail to:

- Provide VRS-capable inmate call devices that fully conform to the rigorous needs of the correctional environment
- Manage VRS calls using the same controls as are used for traditional inmate calls
- Record VRS calls in accordance with the same recording controls that govern whether to record traditional inmate calls
- Securus VRS can record VRS calls because Securus is not a "VRS Provider". Instead, Securus is partnered with ZVRS/Purple to be the "VRS Provider". The nature of this relationship, along with the proprietary integration of technologies, allows NextGen SCP to record VRS calls while remaining compliant with FCC regulations.
- Include VRS call recordings in investigations including inclusion in CD images and individual downloads.



Securus VRS call recordings include the visual component of the inmate call for both the inmate and the other end of the video portion of the VRS call. The other end of the VRS call might be the inmate's called party (if they are a registered subscriber to the public VRS service) or the VRS interpreter (if the called party is not a registered subscriber to the public VRS service). Since the public VRS service automatically bridges in a VRS interpreter when necessary, Securus VRS fully accommodates the various scenarios the public VRS service may encounter. These scenarios include the potential that a VRS Service provider supports Voice Carry-Over (VCO). When VCO is supported, the Securus VRS call recording will include the audio component of the VRS call.

Our VRS uses the same standard inmate call management control structures as for traditional inmate calls, including the following call controls:

- Calling schedules
- Max call duration controls
- Calling Restrictions
- Calling Velocity
- Called party phone number control—both globally and on inmate PAN lists
- Call recording
- Collecting VRS calls in inmate calls for investigations and evidence

This level of integration between Securus VRS and NextGen SCP means that Fort Bend County Jail can set inmate calling policies that apply equally to all inmate calls, including VRS calls, or set unique policies for VRS calls.

Inmate access to Securus VRS is provided as an application available through our devices.

Because VRS calls are required by the FCC to be free, all inmate VRS calls will be provided at no cost to the inmate. To ensure Fort Bend County Jail can prevent the unauthorized use of Securus VRS to place free calls, the Securus VRS is also integrated with NextGen SCP to allow Fort Bend County Jail to designate which inmates are allowed to place VRS calls. The Securus VRS application requires inmates to enter their designated inmate ID and their calling PIN before placing calls. To accommodate the needs of the hearing-impaired, Securus VRS can be configured to work without PINs in designated booking and/or intake areas. With these controls, Fort Bend County Jail has security over VRS calling as well as the flexibility to allow VRS calls in situations where detainees have not yet been issued a PIN.

Securus VRS represents the ultimate solution for accommodating conformance to ADA compliance and FCC regulations, and the necessary call controls and investigative abilities to ensure safe communications.

28.3.11 Three-Way Calling Detection: The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three- way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Calling Service offers a robust three-way call prevention system that was designed and patented by Securus. Independent tests proved and certified the effectiveness of the Securus three-way call detection feature. Securus can provide demonstrations of our industry-leading feature and its effectiveness tests if scheduled by Fort Bend County Jail.

Detecting and preventing three-way or conference calls is a very important aspect of an Inmate calling service. Securus Calling Service three-way call prevention is more advanced than traditional systems. It makes it extremely difficult to enlist the aid of an outside accomplice to conference them, via three-way calling, to an unrestricted line to bypass system controls. Our system blocks access to the outside world.

Gain investigative intelligence and stop revenue-leakage from calls that should not be connected: Fort Bend County Jail may configure the system so that when a three-way call is detected either (i) the call is immediately disconnected with a message to both parties and a note in the call record, or (ii) the call will continue but a note will be added to the call record. Fort Bend County Jail may also configure the system to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

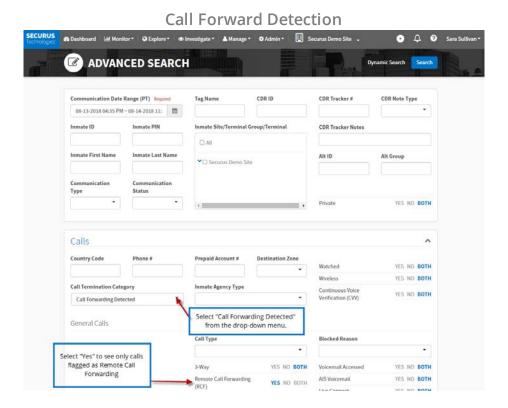
Real Time Remote Call Forwarding (RCF)

We lead the industry in fraud detection and prevention through real-time Remote Call Forwarding (RCF) detection. Our RCF solution can immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number.

If false disconnects are a concern, the calling service can also be configured to allow the call to continue with one of the two following options:

- Announce to the inmate and called party that remote forwarded calls are not allowed, and mark the call in the call record
- Mark the call in the call record, without an announcement to the inmate and called party

The NextGen SCP™ user interface allows authorized users to create Call Detail Reports for those RCF calls by selecting "YES" under the "RCF" attribute, using the specific termination code "Call Forwarding Detected," as shown in the following image.



28.3.12 Inmate Crime Tip Line: The system must provide a no-charge, speed- dial number that connects to a recorded message system that can be used by inmates to

anonymously report criminal activity within the facility or to provide information related to criminal investigations.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus' Crime Tip feature is an Inmate crime reporting tool that offers Inmates a secure environment to anonymously report crime tips to corrections officers. The Securus calling services system anonymously records all tips that are reported on the Crime Tip Hotline to mitigate an Inmate's risk of being identified as an informant.

Inmates can choose to report:

- Information about possible criminal activity, including narcotics
- A crime that has already taken place
- A threat to their safety
- Threats to the safety of others

While the feature's default is to keep an informant's tips anonymous, they also have the choice to leave their name.

The Securus Crime Tip feature includes:

- A prearranged telephone number (designated by the facility), provided to all Inmates
- An option to listen to all or selected recorded messages
- An option to burn specific information onto CDs for use as evidence
- A process to generate reports of all recorded messages that includes the date and time of the message
- The ability to anonymously reply to the Inmates message

28.3.13 Reverse Lookup: The system must provide, at no cost to the County, a mechanism for looking up the name and address of a called-to telephone number for a call in progress, a call attempt, or a completed call. Name and address information must be reported in text and displayed on a map.

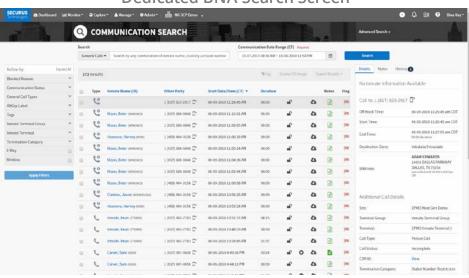
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Calling Service reverse lookup feature identifies the billing name and address (BNA) of a dialed phone number captured in a communication detail record (CDR). The system automatically shows this information, if known, in the Details panel on the Securus NextGen SCP™ user interface.

When an authorized user selects a CDR, the BNA information—if available—appears in the side bar on the right-hand side of the page. The information includes the phone number owner's billing name, billing address, and the date the number was last verified. Unlike

other similar tools in the industry today, Securus' fully integrated reverse lookup feature is provided at no additional cost. This tool allows searches by first name, last name, address, city, state, and/or ZIP code to obtain the required information on demand.

More efficient investigations and monitoring: Reverse lookup, which is also available as a dashboard widget, allows users to access results with a single mouse click from anywhere the number exists in NextGen SCP—CDRs, blocked number lists, global allowed lists, and call frequency reports.



Dedicated BNA Search Screen

Strengthen and streamline search capabilities: If Fort Bend County Jail is using PAN (personal account number) management, you may associate the reverse lookup BNA information to a phone number on a PAN list.

In using THREADS, information is located on a map for convenience in identifying locations.

28.3.14 IVR: The proposed system must provide an automated answering service. Respondents must provide a solution for all incoming calls to a desired phone line. This service will provide assistance for general public callers with frequently asked questions. The Respondent will partner with the County on the necessary features, functionality and interface. There shall be no cost to the County for this feature.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

There will be no cost to the County for this service, and Securus will work with the County on necessary features, functionality, and interface capabilities.

Securus Automated Information Services™

Securus Automated Information Services™ (AIS) provides:

- 24-hour self-service access to current information with 99.9% uptime
- Significant cost savings and reduction in administrative burden
- Customize the configuration to meet the needs of your population

An interactive voice response system (IVR) available to the Fort Bend County Jail population and the public 24x7x365—There is no cost to call, and your normal telephone number will route to Securus AIS. 80-90% of all calls are resolved in less than 4 minutes with **no** Fort Bend County Jail **involvement**. With a speed dial button on inmate devices, most inmate questions will also be resolved. Securus AIS is available when needed and with no wait time Fort Bend County Jail can **expect a 200% increase in calls answered!**

Securus AIS **updates every 15 minutes** with Fort Bend County Jail systems information, including jail management and court systems, so you know that your population and the public access current and accurate information. Securus AIS offers an **English and Spanish interface**, text-to-speech playback of inmate names, and a touchtone and voice recognition interface. Each month Fort Bend County Jail will receive a usage summary report via email highlighting total incoming calls, automation rate, and total call duration.

Securus AIS averages a 99.9% system uptime and it's easy to implement because it works with your current phone system with **no additional hardware or wiring**. Fort Bend County Jail chooses information available and the Securus Implementation Team configures the Securus AIS system to include the options selected.

Information Configuration Options

Inmate-Specific Information

- Criminal charges
- Bond amounts and types
- Court dates, times, and locations
 - Projected release date
- Commissary/trust account balances
- Visitation or video session eligibility

General Facility Information

- Facility location and hours
 - Directions to facility
- Policies for mail, medication, property, visitation, video session, and money deposit
- Fort Bend County Jail-specific information

Increased Access ô Reduced Stress ô Password Protected

Your team can focus on other duties while Securus takes the calls. Agencies average 1 external call or inmate question every day for every inmate. That's a lot of time answering questions! The Securus AIS system relieves this burden and gives you administrative savings. On average over 75% of all calls are resolved through this automated system and some agencies have a resolution rate of over 85%. You will be shocked when you receive your first monthly reports to see how many calls you receive that previously dropped due to wait times. Callers don't wait so there are fewer dropped calls resulting in less frustration and fewer complaints.

In addition to the core functionality, Securus AIS can be configured to allow friends and family to open or fund a prepaid telephone account as well as fund an inmate trust account over the phone. These additional funding options make it easier and more convenient for friends and family to contribute funds and pay in advance at lower rates than standard collect calling, while increasing Fort Bend County Jail commissions.

Estimated Facility Cost Savings

| | 0 | | |
|--------------------------------------|--|--|--|
| AIS Facility Cost Savings Calculator | | | |
| 3,100 | Estimate calls per month & enter | | |
| 4 | Tool automatically calculates remainder | | |
| 12,400 | | | |
| 207 | | | |
| \$16.00 | | | |
| \$3,307 | Without AIS | | |
| \$2,645 | | | |
| \$2,315 | | | |
| | 3,100 4 12,400 207 \$16.00 \$3,307 \$2,645 | | |

28.3.15 Multi-Language Enabled: All systems should incorporate the ability to operate in as many language options as possible.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus automated operator uses clear, concise, professionally recorded voice prompts to assist the Inmate through the calling process. By default, the Securus calling service offers language prompts in both English and Spanish. Securus can provide additional languages on request. The NextGen SCP™ can be configured to provide prompts in as many as nine languages.

After the language prompts are configured in the calling service system, Inmates select their language choice at the beginning of the call process by dialing a single digit. During call acceptance, the called party receives the acceptance instructions in English first, followed by an option to continue in the language selected by the Inmate. This fraud deterrent feature eliminates Inmate attempts to confuse called parties with a language they do not understand.

Securus also provides durable printed dialing instructions at each Inmate telephone location in English, Spanish, and any other languages specified by the County. As a security measure, Securus will use materials and techniques appropriate for the corrections environment that explains the process in a clearly defined and easy to read manner.

| AVAILABLE LANGUAGES SUPPORTED ON NEXTGEN SCP™ | | | |
|---|----------------------------|------------------------------|--|
| ■ English | ■ Italian | Portuguese | |
| Bengali | Korean | Russian | |
| ■ French | Mandarin | Somali | |
| Haitian Creole | Navajo | Spanish | |
| Hmong | Polish | Vietnamese | |

28.3.16 Flexible Account Funding: Inmates should have the ability to purchase all available services, including but limited to: phone time, e-message tokens or stamps, video visitation, e-cards, through a third party commissary application.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will work with Fort Bend County personnel to enable purchases through a third-party commissary application. As the incumbent provider, Securus is providing this already.

Securus Debit is an easy way for an Inmate to prepay for Securus Communication Services including phone, Securus Video Connect, eMessaging, texts, and Tablet premium content. Securus manages and fully supports this service eliminating additional administrative burden to Fort Bend County Jail and your commissary partner. Securus handles all cash management and accounting relating to prepaid funds.

Streamlined Integration

The Securus Implementation Team will integrate with your commissary or trust provider, provide marketing materials to promote Securus Debit to your population and their friends and families, and install call prompts for easy funding. In addition, each existing Inmate will be set up with an account at the time of implementation. Future Inmates will get an account at booking.

Easy Funding

An Inmate transfers funds to their Securus Debit Account through automated trust transfers via the Securus secure server from their commissary account via phone, form, or kiosk. Funding options include credit/debit card, USPS, onsite kiosk, and money transfer such as Western Union and MoneyGram. Securus Debit eliminates the need for friends and family to set up separate accounts. The Securus Debit Account immediately reflects the increased balance and all funds transferred to the Securus Debit Account are owned by the

Inmate. Although the Inmate immediately is authorized to spend the amount transferred, Securus invoices your trust or commissary once a week for actual fund transfer.

There is no transaction fee charged for an Inmate's transfer. Friends and family may deposit funds to a Securus Debit Account via the Securus website (www.securustech.net), Mobile Apps (IOS and Android), and by phone using Securus Automated Information Services™ (our interactive voice response system) or Securus Customer Support Agents. There is a transaction fee charged for friends and family funding payments.

Control Over Maximum Balances

The Max Debit Account Balance feature provides Fort Bend County Jail control over the maximum balance an Inmate can have in their Securus Debit account. This control provided in two ways:

- Fort Bend County Jail's commissary/trust provider controls the transfer transactions from their system and can prevent deposits into the Securus Debit Account.
 Securus can provide the Debit Account Balance API call to the commissary/trust provider upon request.
- Securus controls the family and friends electronic deposits into the Securus Debit Account.

Cash receipts and accounting adjustments are always allowed but are flagged if max balance is exceeded.

Increased Commissions

By expanding funding opportunities to friends and family, Securus exponentially expands the potential revenue and Fort Bend County Jail commissions.

Refunds at Release

Since the funds belong to the Inmate, Securus makes it easy for the Inmate to receive the funds upon release. At Fort Bend County Jail direction, Securus will refund the Securus Debit account balance directly to Inmate via Western Union money transfer services or will remit funds to Fort Bend County Jail for disbursement through your release refund process.

Reporting

The NextGen SCP user interface makes it easy to generate detailed reports that allow specific search functionality on phone time, eMessaging stamps, texts, video sessions, and tablet media content such as music, fames, and movies. The required user PIN creates an audit trail that aids in investigations. Fort Bend County Jail view real time Securus Debit balances, query transactions for a designated period an Inmate, for all Inmates within a facility, or for all facilities, and may query communication detail records by specific criteria. This reporting tool is a time saver and aids in debit balance-related investigations.

29.0 TECHNICAL SPECIFICATIONS (VIDEO VISITATION):

29.1 Video visitation service requirement: The system must be capable of providing onsite and remote video visitation service. The system must be capable of retaining recorded video visits for a minimum of 60 days.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus Video Connect system provides both on-site and remote video visitation service. The system will retain recorded video visits for a minimum of 60 days.

Securus Video Connect (SVC)

SVC is the most robust scheduling software and system available to schedule video sessions the corrections industry. The easy-to-use interface allows friends, family members, attorneys, and others to schedule video sessions from any Android or iOS mobile device or PC connected to the internet.

- Securus SVC—Easy to Schedule, Easy for You, and Easy for your Population
- Schedule Sessions with the Securus Mobile App, Website, or Onsite Terminal
- Creates new investigative opportunities

Easy for video guests: SVC is a **web-based video communication system** designed for correctional facilities that allows friends, family, bail bondsmen, probation officers, attorneys, and others to schedule and participate in video sessions with an inmate. Using a smartphone, tablet, or PC with internet access, video sessions are possible from anywhere providing limitless opportunities for connections 24/7 (subject to Fort Bend County Jail hardware availability and schedule).

Video guests set up a Securus Online account: Friends, family, and others may sign up for a free Securus Online account using the Securus Mobile App or at www.videovisitanywhere.net. They submit their government issued identification and a photo for approval and request video access to each facility where they would like to have video sessions. Attorneys are also required to submit their bar card. Once a video guest has their Securus Online account set up, it's just a click to start the process to schedule and manage video sessions, pay for scheduled sessions with credit or debit cards, and join video sessions. Depending on Fort Bend County Jail limitations and preferences, it is possible to configure the system so that **no officer administration is required.**

Video guests Schedule a Video session: SVC supports multiple facilities in multiple locations with multiple housing units, making it easy for video guests to find their inmate in the system. The SVC user interface is intuitive, so video guests efficiently navigate available session times to schedule. Once approved the system automatically sends an email confirmation anytime a video session is scheduled, modified, or cancelled. Video sessions may only be scheduled during available time slots at appropriate facility designated hours.

Remote video sessions are charged on a per-session basis and friends and family can pay using a debit or credit card.

Onsite Video sessions allow video guests to engage at the facility in a video session at a touch-screen terminal. When the guest arrives at the facility, they are directed to the designated video session terminal area. At the terminal, the video guest enters a PIN unique to that video session to validate the appointment and enjoy a video session with their inmate. The PIN is provided to the guest when scheduling the session and is also emailed to the guest separately. Video guests may schedule their onsite video session using the Securus Mobile App (Android or Apple), onsite at a scheduling terminal in the lobby, or using Securus online at www.videovisitanywhere.com. The Securus scheduling process works with whatever rules, restrictions, and schedule work best for your facilities. By default, onsite sessions are subject to the same scheduling rules as remote video sessions.

Easy for you: SVC is managed through the web-based NextGen SCP so you may access and manage video sessions anytime from anywhere with an internet connection. Fort Bend County Jail authorized users may generate communication reports on all SVC events and perform dynamic searches using a single input omnibox or an advanced search. Results may be further refined, filtered, downloaded, or exported without navigating away from the results page. Clicking on the event in the results opens the communication event details on the right-hand side of the screen providing detailed information about the event. From this window you can download the session report, extend the recording expiration date, download the video session, or play the session recording without downloading it to the user's computer. Communication detail results may be exported to CSV, PDF, or Excel.

A significant advantage of Securus Video Connect is live monitoring and recording of video sessions. Using the NextGen SCP™ Video Visitation interface, your team may easily flag video sessions for later investigative review and lock down recordings to defer purging, so the recordings are preserved for investigations. Note, video sessions with approved attorney accounts are never recorded.

Easy for your population: The SVC inmate terminals have user friendly touch screens with large letters and numbers, basic icons, built-in lighting, and on-screen session timer. When initiating a video session, when prompted, the inmate identifies themselves on the terminal using password authentication and the session starts automatically, **requiring no officer intervention**.

SECURUS VIDEO COMMUNICATION BENEFITS

- Facilitates interaction with family members in home situations
- Allows more family members to be involved in video sessions
- Provides additional convenience to stay connected across distance

- Enables more video sessions at times that are convenient
- Improved communication with attorneys, bail-bondsmen, friends, and family
- Improved morale with increased opportunities to communicate through video

29.2 Video visitation hardware requirements:

29.2.1 Suitable for inmate environment: The Respondent is to provide video visitation units that are suitable for an inmate environment, meaning that units are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location. Each unit is to be tamper-resistant. Equipment must not contain any external removable parts.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus Video Connect product is designed for the Corrections environment. Units have durable housing and reinforced cords. Each unit is tamper-resistant, with no external removable parts.



Light and ruggedized vandal-proof terminals (hardened steel): Best balance between weight and resistance

- Hermetically sealed: Impossible for dust and liquids to enter, spill-proof (accidental or deliberate).
- Assembly elements are hidden: No screws or hinges can be removed and used to manufacture weapons. No doors/compartments that can be opened in the front or on the sides of the unit.
- Rounded edges that reduce the risks of accidental or intentional injuries.

- Abrasion and chemical resistant; the unit can be cleaned using commercial cleaning agents.
- Humidity and corrosion resistant
- Built-in LCD 15", with hardened touch-screen
- High quality audio and video with a bandwidth requirement of less than 220 kbps
- Video speed up to 30 fps
- HD camera, autofocus, (720p @ 30 fps)
- Optional hands free terminal with built-in
- D video camera, Pan-Tilt-Zoom, 10x optical zoom, 4x digital zoom, 30fps
- Built-in LED lighting system
- Power ON LED indicator
- Magnetically activated pushbutton for on/off power
- Built-in heat sink mounted to the back for heat dissipation
- Built-in protection device against voltage variations
- Vandal-proof handset. Armored cable
- Built-in scheduler and registration management via software
- Video-conferencing/Inmate information kiosk
- Multilingual interface (English, Spanish, etc...)
- Standard non-proprietary computer components
- Maintenance port with wireless keyboard (Infra Red Access)
- Dimensions Single & Dual Handset (HxWxD): 20" (52cm) x 17" (43cm) x 6" (15cm)
- Dimensions Hands-Free (HxWxD): 29.5" (75cm) x 17" (43cm) x 7" (17cm)
- Weight of Single & Dual handset: 48lbs/21.7kgs
- Weight of Hands-Free: 54lbs/24.5kgs

Roadmap for 2025 New Wall Mounted video terminal specs and design:



29.2.2 Volume control: All units will have adjustable volume control.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

All video terminals have an adjustable volume control at the bottom of the screen. By using touchscreen, it can be adjusted up or down with finger.

29.2.3 Adjustable camera angle: All units will have cameras with adjustable angles to allow for short or tall inmates.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

All video terminals have a knob on the side of the terminal that allows for camera adjustment.

29.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

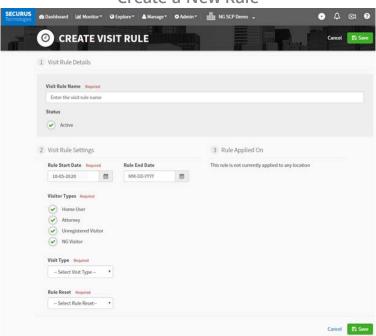
29.3.1 Visitation processing: The Respondent is to provide a system that processes onsite and pre-paid remote visits automatically using a customizable scheduling function. County personnel must be able to override scheduling for on-demand visits as required. The system shall require a positive acceptance by the inmate using an assigned PIN. Only after positive acceptance will the inmate and the visitor be allowed to talk. The system shall create and save a visit detail record of all visit attempts, whether accepted or rejected and the fate of the visit shall be noted in the record. County personnel should have the ability to extend the lengths of visits as required if scheduling conflicts do not exist.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

A session will not start until both parties have entered their pertinent information. Inmate will enter their PIN before the video is actually connected. At that time, the visitor can join the session.

Creating Visitation Rules

While in the Visit Rules section, click on "Create Visit Rule" to create a new Rule.



Create a New Rule

From here, you will define a rule name, and configure the following fields:

- Status: Active or inactive
- **Visit Rule Settings**: select the date for the rule to start and stop.
- **Visitor Types:** Home user, attorney, unregistered visitor, visitor

- Visit Type:
- Onsite: Standard on-site visit
- Remote: Applies to both friends & family home user and attorney home user
- Rule Reset: Daily, weekly, or monthly
- Rule Applied On: Apply the rule to a specific location

Users create a new rule without an initial association. The rule will not be in effect until there is, at least, one entity associated. Associations, in order of priority, are as follows:

- Inmate Association: Rule applies to a specific Ilnmate or user
- **Visitor Association**: Rule applies to specific visitor
- Terminal Association: Rule applies to a specific terminal. *
- Terminal Group Association: Rule applies to a specific location such as a pod. *
- **Visitor Type Association**: Rule applies to every member of the user group to which the rule is associated
- Site Association: Rule applies to a specific Site. *
- **Facility Association**: Rule applies to the entire facility.

Rules are prioritized based on the association level in which they are applied. For example, a visit rule applied to an Inmate (highest priority) takes higher priority than a rule associated with a site. This means that if there is a site-level rule that allows Inmates to have one onsite visit per month and an Inmate-level rule for a specific Inmate to have five onsite visits per month, the user level rule would take priority.

Example Visit Rule:

Rule Name: 2 Visits per Week

Visit Type: Onsite

Quantity: 2 Frequency: 1 Duration: Week

Reads: 2 onsite visits per 1 week

If two rules with the same priority conflict, both rules will need to pass to schedule an appointment. An example of this conflict is an Inmate visit rule to allow one onsite visit per week and an Attorney Visitor Type visit rule that allows five onsite visits per week. Both rules must pass to schedule a visit.

^{*}The behavior of rules is cumulative.

Associating Visit Rules

Enforcement of a Visit Rule requires association with a facility, site, terminal group, terminal, Inmate, visitor, or visitor type. Associations are easily applied while managing each of those.

Editing Visit Rules

Editing or deleting a visit rule can be accomplished through the Admin > Visit Rules menu.

When editing a visit rule, you can modify all components of the rule. A popup showing the number of impacted sessions, if any, appears before saving a rule change. This prevents the unintentional cancellation of previously scheduled visits.

Logging

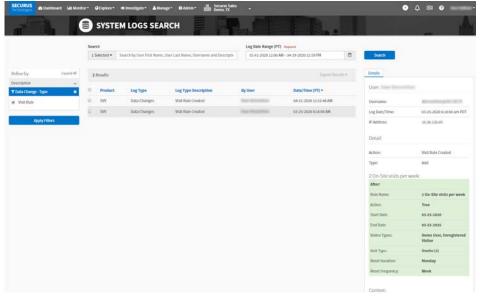
The NextGen SCP logs all changes to Visit Rules, and this log is accessible from the Explore > System Logs menu.



Securus Technologies

Example log outputs include:

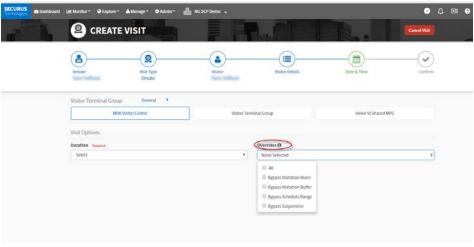




Bypass Visitation Rules and Buffer

NextGen SCP allows authorized facility administrative users to bypass visit rules and visit buffers when scheduling appointments.

Bypass Visitation Rules



<u>Example</u>: Facility requires 24-hour visitation buffer and has an active visit rule that allows Inmates to have two onsite visits per week. The facility can choose to override both the buffer policy and visit rule by choosing "Overrides" and the type of bypass while scheduling the visit.

Appointments scheduled in "Bypass" mode are not counted towards visitation rules but will be logged in the system logs.

Approval of Visitor Registration

Visitors can easily register from any web-enabled device by going to Securus Online at https://securustech.net. Attorneys have a separate registration process and are required to provide additional verification and must submit a photo of their Bar ID. Securus Video Connect will automatically bypass recording and monitoring of video sessions for all approved attorney accounts.

Facility personnel must approve and authorize a user's registration before video sessions can be scheduled. This process allows the County to verify a visitor's eligibility to visit with an Inmate. When the facility staff approves the account request, the visitor receives an approval email and can then schedule their visit.

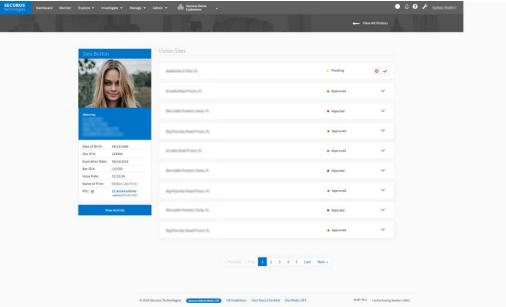
NextGen SCP brings a new option to visitor approval. Fort Bend County Jail can choose to manually approve all visitors or have the system automatically approve visitors. If automatic approval is the default, Fort Bend County Jail staff can always review the contact profile and manage the visitor as needed.

Securus does not require funding to register or create an account. Securus offers payment options using credit and debit cards. Payments can be made on Securus Online or through the Android or Apple mobile app.

Registering for Video Visitation

SVC guests are required to provide both a photo of themselves and photo of identification (e.g. driver's license) during registration for Fort Bend County Jail staff approval prior to a video session for user creation.

Guest Profile Page



Guests can easily register within the mobile app or from any web-enabled device by going to www.securustech.net. When the facility staff approves the account request, the guest receives an email notification that they have been approved and can now schedule video sessions.

Attorneys have a separate registration process from the public. Attorney accounts will require additional verification and must submit a photo of their Bar ID. Securus Video Connect will automatically bypass recording and monitoring of video sessions for all approved attorney accounts.

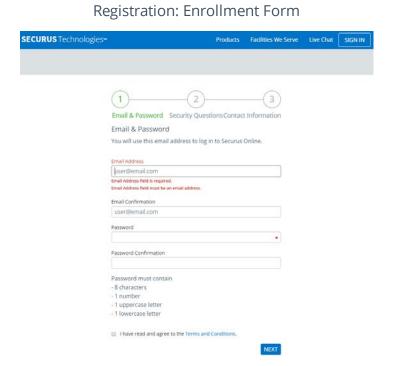
After completing the process, facility personnel must approve and authorize the user's registration before video sessions can be scheduled. This process allows the County to verify a guest's eligibility to conduct a video session with an Inmate. NextGen SCP brings a new option to guest approval. Fort Bend County Jail can choose to manually approve all guests or have the system automatically approve guests. If automatic approval is the default, Fort Bend County Jail staff can always review the contact profile and manage the guest as needed.

Securus allows payment options using credit and debit cards.

Securus Online Registration Process for the Guest

Step 1: Email & Password

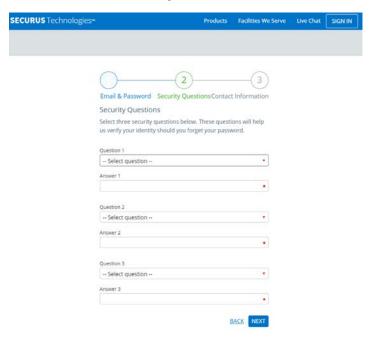
Users will need to complete provide an email and password. Fields with a red asterisk are required.



Step 2: Security
Questions

Users must select three security questions and provide corresponding answers to help protect the user's account security.

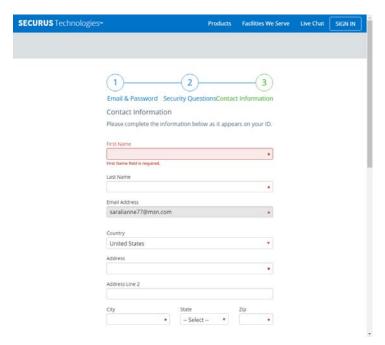
Security Questions



Step 3: Security
Questions

Users must provide current contact information to complete the account set up.

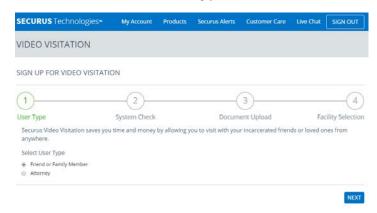
Contact Information



Step 4: Sign up for Video Communication

Users need to sign up for Video
Communication and will need to select a user type—
friend/family member or attorney.

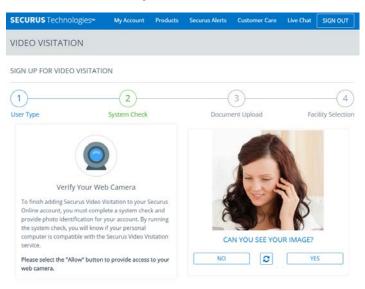
User Type



Step 5: Photo

Users will verify their computer system is compatible with SVC. This system check includes verification that the web camera works properly.

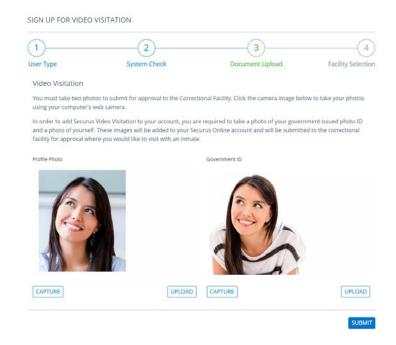
System Check



Step 6: Document Upload

Users are required to submit a profile photo and a photo of their government ID for the facility to approve them as guests.

Document Upload

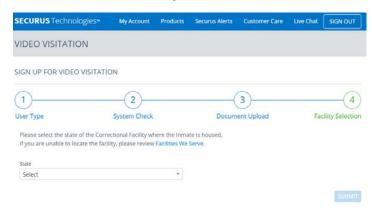


*Users are given 10 minutes to complete each of the four account creation steps before the software automatically times out.

Step 7: Facility
Selection

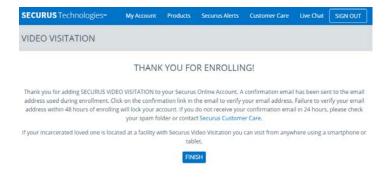
Users must select the facility where their Inmate is located.

Facility Selection



After all steps are completed, users are instructed to validate their account by clicking on a link in the introduction email and to request access to a specific Securus Video Communication site.

Registration: Account Validation Email



Video Recording

SVC provides synchronized digital video and audio recording for all video sessions.

- Each microphone and camera timestamps each media packet—that includes an audio and a video packet.
- The timestamp for each media packet is synchronized using a shared reference clock.
- The media packets are then transported to our data center and then back to the other end.
- When the media packets from one end are received and rendered for viewing at the other end, the audio and video are synchronized by correlating the timestamps from each audio and video packet.

29.3.2 Attorney Visitors: Approved professional/attorney visitors, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved professional visitors. Individual attorney visitors must be configurable for predefined visit durations as necessary.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Visitors can easily register from any web-enabled device by going to Securus Online at https://securustech.net. Attorneys have a separate registration process and are required to provide additional verification and must submit a photo of their Bar ID. Securus Video Connect will automatically bypass recording and monitoring of video sessions for all approved attorney accounts. Once attorney's have registered, this ensures that our system does not record the visits.

Facility personnel must approve and authorize a user's registration before video sessions can be scheduled. This process allows the County to verify a visitor's eligibility to visit with an Inmate. When the facility staff approves the account request, the visitor receives an approval email and can then schedule their visit.

NextGen SCP brings a new option to visitor approval. Fort Bend County Jail can choose to manually approve all visitors or have the system automatically approve visitors. If automatic approval is the default, Fort Bend County Jail staff can always review the contact profile and manage the visitor as needed.

Securus does not require funding to register or create an account. Securus offers payment options using credit and debit cards. Payments can be made on Securus Online or through the Android or Apple mobile app.

29.3.3 Free Onsite and Remote Visits: The System shall have the capability to provide free onsite and remote visits to pre-approved visitors who serve a County function.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The platform has the ability to set free visits for onsite and remote visits. Securus will work with authorized Fort Bend County personnel to provide free onsite and remote visits for visitors who serve a County function.

29.3.4 Visitation Networking Requirements: The Respondent is to provide a system that runs all visitation network traffic on a stand-alone network and does not compete for bandwidth with other features and services.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP™ is a centralized web-based platform in which the SVC system is a complete ICP/IP-based system with all video streams being conducted over a TCP/IP Ethernet. Our network does not interfere with any county network. Securus installs our own complete infrastructure where all of our traffic runs and does not require county network at all.

29.3.5 Inmate Initiated Visits: Inmate should have the ability to initiate visits to prequalified friends and family and pay for them via the visitation platform or via a third party commissary application.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Incarcerated Scheduled Video Connect (ISVC) expands the capabilities of SVC. An inmate uses ISVC for scheduling using the Scheduling App on a Securus device and efficient payment using their Securus Debit Account.

The Scheduling App is separate from the SVC App, allowing an inmate to schedule sessions notwithstanding SVC session hours. The Scheduling App also shows the Securus Debit Account balance so an inmate knows if enough funds are available without having to navigate to other places.

Sessions may be scheduled with any facility approved video guest and if a video session is scheduled with someone not yet approved, the inmate will get an alert that a video session cannot be scheduled at this time and the proposed video guest will get an email notification with instructions on how to register.

This facilitates communication in the future. After the video guest is chosen, the system shows options for the duration, date, and time of the session, and will ask the inmate to acknowledge the terms and conditions. After the inmate successfully schedules a video session, the video guest receives an email with the session details.

30.0 TECHNICAL SPECIFICATIONS (TABLETS):

30.1 Tablet service requirement: The system must be capable of providing wireless tablet services including multiple software applications.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Inmate Tablet Program: Unity

THE SECURUS UNITY TABLET PLATFORM

DESIGNED FOR WHAT'S IMPORTANT FOR CORRECTIONAL FACILITIES

Affordable

FREE Personal Tablets with FREE content and applications for your entire population. Inexpensive monthly Personal+ Tablet subscriptions with premium content at low rates.

Enrichment Opportunities for Your Population

Programming and resources improve lives with information, entertainment, and education. Reduce recidivism by preparing for reentry through personal development.

Equal Access to Critical Content

Personal Tablets give access to your entire population at no cost.

Increase Communication

All Tablets give access to communication applications—Phone, Video, and eMessaging. Tablets are an easy way to increase the number of communication portals at facilities.

Maximize Use

Personal Tablets offer unlimited, FREE access to thousands of hours of resources. Personal+ Tablets offer unlimited access to the device and purchased premium content. Once purchased, premium content is available with no additional charges or limits.

Streamlined Deployment

Securus ships Securus Unity Tablets to your site and you distribute one to each inmate. Once they enter their ID and PIN, they choose the subscription option that is right for them. Both FREE and subscription options are available.

Easy to Administer

Personal+ Tablet subscriptions are activated automatically with no Fort Bend County Jail action. Securus manages inventory levels so Personal Tablets are always available to

distribute. Officer Tablets give Fort Bend County Jail tools to easily manage restrictions and content.

Improve Agency Efficiency and Safety

Functionality to streamline all form and grievance submissions to electronic format. Convenient electronic access to books, legal resources, entertainment, and facility information reduces movement around your facility. Streamline mass communication and document distribution across your population.

The Securus Unity Tablet program delivers quality content to your population in durable, corrections-grade devices. Implementation is easy and the touch-screen user interface requires no training or prior tablet/mobile device experience. Software updates automatically via Wi-Fi. The Securus Unity Tablet program provides:

- Free Personal Tablets for everyone with easy conversion to Personal+ Tablets
- Free Officer Tablets for your team
- Updated, corrections-appropriate content preloaded daily

Securus Unity Tablet Platform Benefits

- Activities for Self-improvement, Preparing for Release, and Occupying Time
- Reduce Recidivism
- Increase Programs Offered to Your Population
- Improve Facility Processes and Increase Safety and Security
- Decrease Population Movement at Facility
- Automate Grievance Filing, Form Submission, and Commissary Ordering

The Securus Tablet distribution is streamlined and provides your team a hassle-free solution. When you select the Securus Unity Tablet Program, Securus provides Unity tablets for every inmate with the Make Mine Application Banner and minimal content. Upon receipt of the tablet, an inmate uses the Make Mine App to select the Personal Tablet option for free or the Personal+ Tablet option for a small fee. After tablets are distributed, your team can use the Officer Tablets to administer application access, permissions, schedules, and more.

The **free** Personal Tablet provides inmates immediate access to free content, including communication, self-help, and education applications. Our free programs also include access to religious content, and post-incarceration employment applications. These free services are proven to reduce recidivism and have assisted inmates in rejoining society. For

a small fee, an inmate may choose the Personal+ option on the Make Mine app to rent or purchase premium content. Premium content includes access to agency-approved media and entertainment.

The Securus Unity Tablet Program organizes all communications at your facilities. Easy access to communication apps increases opportunities to talk and message with friends and family. Securus tablets are an efficient way for Fort Bend County Jail to communicate to an individual, group, or your entire population. In addition, you may convert your entire grievance and forms processes to electronic submission using an app.

Unity Tablet Content

Programs, movies, educational content, and games are accessed and downloaded to Unity Tablets from Securus Data Centers (Tier IV facilities). Unity Tablet Firmware only allows Tablets to connect to a Securus-provided unique Service Set Identifier (SSID) so your population will only have access to authorized content and information.

Securus utilizes a dedicated team of content reviewers and automated tools to deliver content that is appropriate for corrections. Music, movies, games, books, news, and all other content goes through a strict review process. If any uploaded content is later deemed inappropriate, Securus later immediately removes the content so that it is no longer accessible on Tablets.

Securus allows Fort Bend County Jail **to control what applications are available on each** inmate **Tablet**. Using the Securus Command & Control Officer Tablet's Availability Restriction and Behavior Modification functionality, your team may remove a single, group of, or all applications from being available on a specific Tablet or Tablets.

The Securus Personal Tablet model offers an enhanced user experience because the user's content is maintained and there is no need to re-download content each day as with a shared Tablets model. Imagine dozens or hundreds of users re-downloading their favorite books or content each day on a shared Tablet and the resulting strain on network bandwidth. This could lead to more complaints to agency staff and more issues to address. Assigned Tablets under the Securus offer avoids these issues and reduce your hassles while improving the inmate experience.

Securus Field Marketing Analysts

Securus Field Marketing Analysts are subject matter experts who guide you through the process of developing your Tablet operation and use policies. We've developed a Best Practices Guide that outlines many of the key issues for Fort Bend County Jail to consider.

30.1.1 Tablet Ratio: The system must be able to handle a 1:1 tablet-to- inmate ratio.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will work with Fort Bend personnel to establish a 1:1 tablet ratio.

30.1.2 Tablet Administrator: Supply a full time, on premise, tablet administrator to coordinate and maintain a 1:1 table program.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Tulluja Roper - Onsite tablet administrator started February 2024. Her duties include:

- Manages and maintains assigned company inventories and assets (tablets, accessories, tools, parts inventory, laptop etc.)
- Distribute tablets and accessories to approved incarcerated individuals
- Collect and track customer statistics and trends that may assist in determining future account behavior and opportunities.
- Oversee rollout of services for newly acquired clients to align both parties' interests
- Maintain a high level of client satisfaction through outstanding customer service and support.
- Required to attend onsite meetings as designated by facility leadership
- Perform basic Technical Support functions (password resets and handouts, user set up, etc...) and basic product training as needed or requested by the customer.
- Travel to neighboring facilities within an assigned region sometimes with minimal lead time as a backup.

30.2 Tablet hardware requirements:

30.2.1 Suitable for inmate environment: The Respondent is to provide tablets that are suitable for an inmate environment, meaning that tablets are equipped with durable housings, any available camera functionality is disabled unless approved by County, and applications shall not access the internet without express knowledge and approval by County. Each tablet is to be tamper-resistant. Equipment must not contain any external removable parts other than earbud or headphone and tablet case approved by County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Tablets are designed for the Correctional environment. Tablet camera functionality is disabled unless approved by the County, and applications cannot access the internet without express knowledge and approval by the County. Tablets are tamper-resistant and they do not contain any external removable parts other than earbud or headphone, and the tablet case must be approved by the County.

Technical Specifications: Tablets, Network, Software, and Services

With 680,000+ tablets in the hands of those incarcerated today, Securus has the experience necessary to ensure tablet hardware is safe, hardened, and easy to use. This experience has been gained over a combined 40+ years of corrections experience, and 10+ years' experience providing personal tablet devices. Securus recently introduced our fifthgeneration tablet hardware, with each generation being more capable and secure than the previous generation.

Securus' proprietary JP6S tablet was custom designed, engineered, and manufactured to ensure the safety of the user and staff while providing a consumer-grade user experience. These tablets offer the memory, battery life, and operating systems that allow for a long-term solution with the capability to support multiple applications without any upgrades.

Securus removed all factory-provided applications and re-installed our proprietary Android-based operating system and applications.



Features

The JP6S tablet includes the following features:

- 22hrs standby time with LCD on and 350hrs with LCD off
- 140hrs music playback
- 13hrs video playback
- High strength ruggedized casing
- Impact-resistant security glass w/ integrated screen protector
- Barrel charge port
- Dual Wi-Fi Bands (2.4GHz and 5GHz) Built-in FM Radio Receiver

Specifications

The JP6S tablet includes the following hardware specifications:

Internal Storage: 32 GB

CPU: MT8163 - Quad core cortex A9

Frequency 1.3G, 64bit CPU

Resolution: 1280 x 800

Dimensions: (L x W x H) 7.8" x 5" x 0.61"

Weight: 17.2 ounces

Battery: Lithium - 500 cycles, includes temperature sensor

Uninterrupted Power Supply

The Securus standard installation comes with a UPS for the Unity tablets that supports continuous power for the following critical components:

- Onsite server
- Network storage device
- Router
- Switch

Securus uses the Eaton 3S750 UPS, 450W UPS.

Tablet charging carts can include 16-count and 80-count.

CHARGING CARTS - 16 Count

WALL MOUNTED

PHYSICAL

Product name Tablet Charging Cart

Material Steel
Color Finish Black
Capacity 16 tablets

Dimensions 770L*515W*480H (mm)

Weight 43KGS

Devider Make Steel

Doors 1 Front

Locks Qty 1 for front

Keys 2 for front lock

Mounting Wall Mount



CHARGING CARTS - 40 Count

WALL MOUNTED & FLOOR STANDING

PHYSICAL

Product name Tablet Charging Cart

Material Steel
Color Finish Black
Capacity 40 tablets

Dimensions 800L*450W*550H (mm) excluding the height of castor

Weight 50KGS Shelf Quantity 2 Devider Make Steel

Doors One Front, One back
Locks Qty 3 (1 for front and 2 for side)

Locks Material Metal

Keys 2 for front lock; 1 for side lock

Way of Ventilation Active



CHARGING CARTS - 80 Count

FLOOR STANDING

ELECTRICAL PARTS

PDU

 AC Power cord Length
 1m/2m

 Power input
 AC 110V-125V

 PDU Socket
 1*10 Sockets

 PDU Non.
 5PCS

 Certificate
 UL certified

FAN

Vantilation Fan Qty 2(Left 1, Right 1)

Brand Name Sunon - SP101A 1123HBL.GN

Certificate UL certified

Barrel Charger Specs

Input AC100V-240V
Rated Frequency 50~60Hz
Out put 5VDC 2.5A
Barrel Charger Non. Qty 40
Certificate UL certified



Wireless carts can also be an option if desired.

Wireless Charging Carts



Fer Technical Specifications of our Wireless Charging Carts, please refer to **Attachment No. 9.**

30.2.2 Volume control: All inmate tablets will have adjustable volume control and will be furnished with one earbud or headphone.

SECURUS HAS READ. UNDERSTANDS. AND WILL COMPLY

Volume control is on the earbuds and Securus will be providing each person a tablet and earbud at go 'live'

30.2.3 RFID Compatible: Tablets should have built in RFID chips compatible with third party vendors such as Guardian RFID.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The RFID chip is a unique identifier for each tablet. It houses a digital code of approximately 24 characters that can only be read by an RFID reader/scanner. When the scanner reads the code, we can identify the tablet based on the RFID numbers being available in our system. Guardian is a Securus partner who will work with Fort Bend County personnel to identify a solution that Fort Bend may require.

30.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

30.3.1 Tablet Funding by Friends and Family: The Respondent must provide the ability for friends and family members (Users) to fund tablet rental and/or applicable features via Respondent's website, automated IVR system, and via a customer service representative. The Respondent must allow Users the ability to establish an account directly with the Respondent. The Respondent is to describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to Tab 2, "Rate and Revenue Generation Plan and Commission Percentage" for details on pricing options in reference to Tablet Funding by Friends and Family.

30.3.2 Tablet Funding by Inmate: The Respondent must provide the ability for inmates to self-fund tablet rental and/or applicable features via Respondent's automated IVR system, by using inmate's debit account managed by Respondent, or by using inmate's trust fund account managed by County commissary vendor. The Respondent is to

describe their proposed Tablet Funding Options. Rental price, including fees charged for applications, shall be agreed upon by County and shall not change without an updated agreement.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to Tab 2, "Rate and Revenue Generation Plan and Commission Percentage" for details on pricing options in reference to Tablet Funding by Inmates.

30.3.3 Standard Applications: The Respondent shall provide a set of standard applications. Standard application set shall include at least the following:

30.3.3.1 Phone

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Phone App



For agencies using Securus Inmate Telephone Service (SITS) on the NextGen SCP™, the phone application allows the Unity Tablet to function as a telephone extension of the SITS. Just like SITS, the Unity Tablet will only allow the inmate to make calls from the housing unit where they reside.

All the features and restrictions of the SITS—such as PIN/PAN lists, velocity controls, family and friend billing/customer service, and recording and monitoring—will apply.

Securus Phone App

Capabilities:

- Allows inmates to place phone calls through the SITS on NextGen SCP
- Phone groups for locking a tablet to a housing area
- Recent calls list to expedite repeat call set up
- Standard nine-key dialing pad
- Volume controls
- Visual call timer

Benefits:

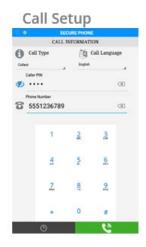
- Intuitive design and use
- Ability to place calls with more privacy and safety
- Speeds call set up experience to prior called number
- Assists in avoiding and minimizing confrontation in common areas
- Gives inmates more visibility into the duration of time they have been using the phone

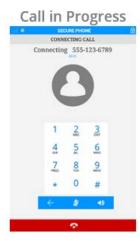
Making a Call on an Inmate Tablet

An inmate can make a call in two ways from the Unity phone call app: By dialing from the application keypad or by selecting a number from their recent calls to expedite call set up.

To make a call by dialing from the call set up screen

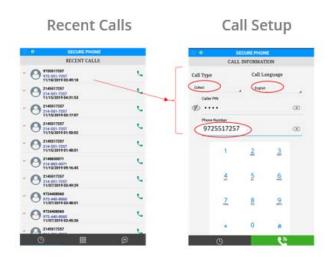
- 1. Select Call Type and Call Language.
- 2. Enter their PIN and the phone number to be called.
- Select Green start button to initiate.



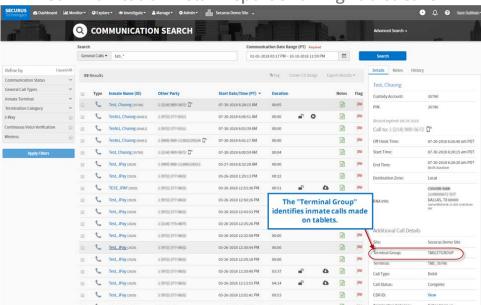


To make a call by initiating it from the recent call list:

- 4. Click on a prior call and call data is prepopulated on the Call Set Up screen
- 5. Enter their PIN
- 6. Select Green start button to initiate



Unity tablets are identified as "Tablet" phone groups in NextGen SCP, as shown in the following image.



Communication Detail Report Showing Tablet Calls

30.3.3.2 Music

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Music App

The Securus Music Application offers a large selection of corrections appropriate music with over 35 million tracks. Inmates preview, purchase, and download their favorite music to their Securus Unity Tablet to create playlists and enjoy unlimited play.

The Media Store features lists like Top Songs, Top Albums, Top Artists and New Releases that are curated and updated daily. Thirty (30) second previews are available so inmates can listen to a sample of the audio, before they buy it.

30.3.3.3 Podcasts

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Podcasts

Our Podcast app provides access to a catalog of 500+ programs that can be downloaded or streamed to a tablet. Programs are reviewed to ensure their appropriateness for corrections before being accessible from a tablet. Available programs are organized in easy-to-search categories such as education, employment, mental health, and personal development.

We allow access to proactive and constructive programs that can be used by inmates to learn critical skills and information. In addition, we're constantly reviewing and allowing access to additional programming that can help improve lives.



Programs are available that can assist in preparing for a successful reentry. Inmates can learn how to find employment, personal finance, life skills, and so much more. To support hearing-impaired individuals, we also offer ASL content through the podcast app.

Categories include the following:

- Addiction recovery
- Education
- Employment
- Health
- Mental health
- Parenting and family
- Personal development

Religion, and more

Languages available include the following:

- English
- Spanish
- French
- German
- Italian
- Portuguese

30.3.3.4 Books

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Access to Music, Books, Education, & Games

Securus partners with some of the largest content aggregators, publishers, and creators to deliver the largest library of officially licensed premium media content.

To ensure security levels appropriate to the corrections industry, Securus stores these materials in our Tier IV data centers, which deliver content to secure onsite content management servers. This model ensures that only authorized, approved content is available on Unity Tablets.

Unity Tablets run on a custom-developed proprietary firmware that prevents access to unauthorized content by Inmates. The firmware on Unity Tablets provides multiple protections to maintain security and protect against Inmate abuse, including the following safeguards:

- Removing browser, contacts, calendar, native phone, and messaging clients
- Removing the option for the user to change the settings
- Disabling any access to NFC, bluetooth, and cellular wireless radio, except for Securus' Wi-Fi
- Preventing users from installing or un-installing apps. Authorized apps are pushed to the tablets through Securus' app state management process.
- Removing access to third-party app stores

Wi-Fi Access

Unity firmware only allows the tablets to connect to a Securus-provided unique Service Set Identifier (SSID) to ensure that Inmates only have access to authorized content and information.

Downloading

Programs, movies, educational content, and games are accessed and downloaded to Unity Tablets from Securus' Tier IV data centers. There are no bandwidth or location issues as there are when streaming from an outside internet service/source, and the security of the Inmates' access to data, sites, and information is protected by the firmware within the Unity Tablet.

Other tablet providers are known to have used unlicensed or standard consumer streaming applications. These applications lack filtering tools that are necessary to ensure only appropriate content is available and to maintain proper levels of security.

<u>What to ask:</u> Ensure media content is appropriate by asking "do you have direct contracts with content providers or content aggregators that authorize you to filter and distribute music, books, education content, games, and movies?"

30.3.3.5 Religious Material

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Unity Tablet Religious Content



Securus' tablets provide a secure way for inmates to access their religious resources digitally. We provide unlimited access to these resources, at no cost, directly through the tablets.

Providing religion on Unity Tablets provides the following benefits for Fort Bend County Jail:

- Meet the needs of multiple faiths and beliefs
- Reduce paper and clutter in cells and common areas
- Eliminate the need to share books or documents
- Provide unlimited access, at no cost
- Provide text, audio, and video options

Religion plays a vital role for many in the reentry process—the Unity Tablet Program was designed to provide everyone with equal access to critical content, which includes religious resources.

Available Religions

Unity Tablets offer a diverse assortment of media types, such as books, audio, and video programming that allow inmates to connect with their faith. The following religions are currently available:

- Christianity
- Judaism
- Islam
- Hinduism
- Buddhism
- Latter Day Saints (LDS)
- Jehovah's Witnesses
- Baha'i
- Zoroastrianism
- Moorish Science Temple
- Rastafari
- Asatru
- General/Other Spirituality

If Fort Bend County Jail wants to add their own religious resources or information, the Viewer application, also accessible at no cost, allows you to customize your tablets with additional documents and/or videos.

Religious Programming

Our tablets provide access to thousands of hours of religious programming that is updated daily with new sermons and teachings of various religions and faiths. We continuously expand religious programming with additional religions and languages.

Religious programming is provided in various formats including audio and video.

Holy Books

Through the Unity Tablet eBook Reader application, inmates have access to their religious scriptures and other writings. Resources found here can be downloaded for free, to any Personal or Personal+ Tablet.

The Holy Books shown in the following table are available at no cost to the inmate or Fort Bend County Jail. Also, there are hundreds of religious titles that are available at no additional cost that are supplementary to the books in this table.

Available Holy Books

| Title | Religion | Notes |
|---|----------|-------|
| The Book of Runes | Asatru | |
| The Poetic Edda | Asatru | |
| The Prose Edda | Asatru | |
| Bahá'í Prayers | Baha'i | |
| Gleanings from the Writings of Bahá'u'lláh | Baha'i | |
| Tablets of Abdul-Baha Abbas | Baha'i | |
| Tablets of Bahá'u'lláh Revealed after the Kitab-i-Aqdas | Baha'i | |
| Tablets of the Divine Plan | Baha'i | |
| The Book of Certitude (The Kitáb-i-Íqán) | Baha'i | |
| The Hidden Words of Bahá'u'lláh | Baha'i | |
| The Proclamation of Bahá'u'lláh | Baha'i | |
| The Seven Valleys and the Four Valleys | Baha'i | |
| The Summons of the Lord of Hosts | Baha'i | |
| Prayers and Meditations | Baha'i | |
| Dhammapada, a Collection of Verses | Buddhism | |
| The Buddha's Path of Virtue: A Translation of the Dhammapada | Buddhism | |
| The Gospel of Buddha | Buddhism | |
| The Kitáb-i-Aqdas | Buddhism | |

Sacred Books of the East Buddhism, Hinduism, Includes Vedic Hymns, Zoroastrianism

Zend-Avesta, Dhammapada,

Upanishads, and The

Life of Buddha

Manual of the Mother Church Christian Science

A Catechism of Christian Doctrine Christianity

Holy Bible - American Standard Version Christianity

Holy Bible - Catholic Public Domain Christianity

Version

Holy Bible - King James Version (KJV) Christianity

Holy Bible - World English Bible Christianity

Santa Biblia - RVA (Spanish Bible) Christianity

Martin Luther's Catechism Christianity

Holy Bible, Douay-Rheims Version - The Christianity

Challoner Revision

Bhagavad-Gita: Herrens Sång Hinduism

The Upanishads Hinduism

Four Vedas Includes Rig Veda, Hinduism

> Sama Veda, Uajur Veda, Atharva Veda

Rig Veda (Rigveda) Hinduism

Sri Vishnu Sahasranaamam Hinduism

Hadith Islam, Nation of Islam

Islam, Nation of Islam The Koran (Al-Qur'an)

Three Translations of The Koran (Al-

Qur'an) side by side

Islam, Nation of Islam

Hebraic Literature; Translations from the Talmud. Midrashim and Kabbala

Judaism Includes Talmud,

Midrashim, and

Kabbala

Tanakh Judaism

Includes Torah, Nevi'im, Ketuvim

Pearl of Great Price Latter Day Saints

(LDS)

The Book of Mormon: An Account Written by the Hand of Mormon Upon Plates Taken from the Plates of Nephi Latter Day Saints

(LDS)

Doctrine and Covenants Latter Day Saints

(LDS)

Holy Koran of the Moorish Science

Temple of America

Moorish Science

Temple (MST)

The Divine Constitution and Bylaws

(MST)

Moorish Science

Temple (MST)

The Holy Piby Rastafari

Gura Granth Sahib Sikhism

30.3.3.6 Law Library

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Law Library application can streamline your inmate population's access to legal research while reducing costs and improving safety. By using Securus devices to access the Law Library, agencies can adhere to legal obligations while reducing movement - freeing up staff to focus on other matters.



Inmates can complete their legal research within their housing unit or cells right from a Securus device reducing the need to access a physical law library or special computer. Unlike large book collections that require costly and frequent replacement, Securus' Law Library application includes nightly automated updates that will be included for Fort Bend County Jail at no additional cost. These automated updates ensure that inmates have access to the most up to date materials.

Through the Law Library application, inmates have secure digital access to millions of legal publications, documents, and resources. Federal and State materials are both accessible using intuitive search capabilities that allow the user to pinpoint the information they are seeking. A modern search bar allows the inmates to conduct a search using simple or complex language. A simple touch-screen user interface requires no training or prior computer experience. The Law Library application can be used independently, requiring no staff resources.

We can provide Law Library access to all the devices at your agency or customize your system and allow you to control the access to the Law Library, if you wish, by displaying the icon at certain times of day or on certain terminals at your facility. The Law Library Application is flexible and can accommodate all of your facility's specific needs. Our system uses the Conflict Resolution feature that is mandatory for any shared devices. This feature prioritizes approved, scheduled events over other activities on the terminal, so you don't have to worry about an inmate monopolizing a terminal and causing issues in the housing units.

Fort Bend County Jail staff administrators will have full access to the Law Library at no additional cost.

Law Library Facility Benefits

Fort Bend County Jail will experience the following benefits with Securus' Law Library application:

- Compliance to legal and mandatory requirements to provide inmates access to the courts (1977 Supreme Court Ruling; Bounds vs. Smith)
- Reduce or eliminate inmate complaints and litigation
- Always up-to-date information, with automatic updates provided at no extra cost
- Free up staff
- Easy and safe solution

- Eliminate the need for housing large book collections, additional hardware, network, or electrical equipment
- Reduce inmate movement by hosting law library in the housing units rather than escorting them to a physical library or terminal
- Receive turnkey service; Securus takes care of everything

Law Library Inmate Benefits

With the Law Library application, Fort Bend County Jail inmates will benefit from:

- Independent research by inmate
- Access to perform legal research
- Current legal information; no need to wait on the new book or next update
- Inmates get familiar with conducting electronic searches



Advantages Over Physical Law Libraries

- Reduce movement of an inmate allowing staff to be reallocated, and improving facility security
- No bound volume library to maintain
- No PCs, printers, or other equipment to service
- No scheduling issues
- Research conducted by a professional providing higher quality
- No on-site space required

Advantages Over Traditional Kiosk Law Library Research

Reduce time spent by inmates on research

- Response content made available in printed format
- No need to make copies or facilitate printing of court required forms
- Inmates typically obtain more relevant information
- Legal content for all fifty states & federal jurisdictions included
- Secondary legal resources included
- Support for multiple languages available
- Jail controls amounts and types of content accessible

30.3.3.7 Inmate Requests/Grievances

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Forms and Grievances Application allows facilities to operate more efficiently and effectively by replacing manually processed paper forms from inmates with an end-to-end electronic workflow. It is a custom workflow tool that makes your grievance process completely paperless and allows your staff to process grievances easily. This application creates staff efficiencies and also saves your correctional facility money.

Functional Overview

The Forms and Grievances Application is used to process a wide variety of forms submitted by inmates. At a summary level, it performs these functions:

- Provides form creation and management tools to create and manage multiple form types, each with its own customized workflow
- Provides a user interface for inmates to
- View a list of available form types for completion
- Complete and submit a form type
- View a list of their submitted forms and their statuses
- View the resolution provided to a specific form and either Accept or Appeal the resolution
- Provides a user interface for facility staff to
- View forms awaiting their action
- Read and assign a form to another staff member for resolution
- Request more information from the inmate about a form
- Provide a resolution to a submitted form back to the inmate
- Establish velocity restrictions to limit form submission abuse
- Provides option to provide one or more Appeal levels to the workflow
- Provides staff supervisors ability to

- See reports of the volumes and progress of forms through the workflow
- See pie charts representing age of forms currently in the workflow
- Assign staff members to process specific forms
- Provides an audit trail of all staff actions and form responses in the workflow
- Provides storage and retention of all forms
- Secures access to forms to inmate and only staff assigned to form type

Forms Overview

The Forms and Grievances Application allows customers to emulate their existing paper forms in an electronic format. Examples of uses of forms include:

- General Grievance
- General Request
- Anonymous Grievance
- Request medications
- Request Law Library Access

Form Capabilities

Key form capabilities include:

- Fixed text labels for titles, labels, and instructions
- Text fields that are automatically filled from the NextGen SCP™ data. e.g., Custody Account Number
- Text fields entered by the inmate
- Text fields entered by facility staff that can be configured to be hidden or viewable by inmate
- Checkboxes
- Pre-formatted styles used to set the fields' location and format on the form
- Customizable graphic for facility logo at top of form
- Work-flow unique to the form type. A General Grievance could have a workflow with multiple Appeal Levels, while a request for Law Library Access could have no Appeal level.

Authenticated and Anonymous Forms

Forms are configured to be either Authenticated or Anonymous

Authenticated Forms

Authenticated Forms require an inmate to login (authenticate) prior to completing the form. The Grievance application attaches the inmate's identity to the form for the visibility of facility staff. As an option, inmates can be required to re-authenticate to submit forms. The re-authenticate option is set in Inmate Facing Device (IFD) Provisioning and applies to all authenticated forms.

Anonymous Forms

An "anonymous form" does not require the inmate to log in to the Forms and Grievances Application. The Forms and Grievances application does not attach the inmate's identity to the form to protect inmate from possible recrimination. Anonymous forms have no means by which the inmate may protest (escalate) the resolution of the form. Therefore, anonymous forms cannot have escalation levels.

Since anonymous forms have a simpler workflow than authenticated forms, they can be used as a lightweight processing of forms. Anonymous forms could be used to capture and process simple requests that do not need a response to be sent back to the inmate.

Because the Forms and Grievances Application does not track the identity of the inmate submitting an Anonymous form, the form can ask the inmate to provide their name and/or custody account number.

Anonymous forms can be accessed by Inmates whose PINs are inactive and are restricted from using the phone system.

Forms Processing Workflow

The Forms and Grievances Application provides a configurable workflow for processing inmate form submissions. It is based on a form workflow layer template that is configured for each level of each form type.

The workflow for Anonymous forms is a simpler subset of that for Authenticated forms since anonymous forms cannot be returned to the inmate.

The **Anonymous workflow** is:

- 1. The inmate accesses the Forms and Grievances Application.
- 2. The inmate selects an Anonymous form type, completes it, and submits it.
- 3. The form is routed to the Assigner who reviews and assigns the form to a Processor or Group of Processors. The assignment step can be automated if there is only one Processor for a form type
- 4. The Processor reviews the form and either
 - Assigns it to another Processor, or

Enters a resolution to the inmate request/grievance.

The **basic workflow** provided by the Forms and Grievances Application is:

- 1. The inmate accesses the Forms and Grievances Application.
- 2. The inmate selects a form type, then if not already logged in, is prompted to authenticate to the Forms and Grievances application.
- 3. inmate completes input fields of form and submits it.
- 4. The form is routed to the Assigner who reviews and assigns the form to a Processor or Group of Processors.
- a. The assignment step can be automated if there is only one Processor for the form type.
- 5. The Processor reviews the form and either
 - Assigns it to another Processor
 - Reguests more information from the inmate, or
 - Enters a resolution to the inmate request/grievance.
- 6. The form is routed back to the inmate for the them to
- a. Provide requested information, or
- b. Respond to the resolution provided. The inmate can
- i. Actively accept it
- ii. Passively accept it by doing nothing, or
- iii. Appeal it to the next level

Appeal Levels

One or more Appeal Levels can be configured for each form. Simple requests typically do not have appeal levels configured. Formal grievance forms can have one or more appeal levels depending on the facility's existing grievance process. The Appeal Level workflow is like the initial (Level 0) workflow.

Velocity Restrictions per Form Type

Velocity restrictions limit the number of forms of a form type that an inmate can submit per an established time interval to minimize abuse. Once the limit has been reached, the application blocks the inmate from creating more forms of that type until the next time interval.

Form Categories

Form categories allows users to categorize the forms listed on the Forms and Grievance application. This allows those users who have many active forms to consolidate similar form types into categories that are shown to the inmate. This reduces the amount of scrolling required by the inmate to locate specific forms.

Auto Resolve Capability

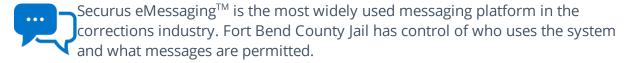
Auto Resolve is a configuration that allows a form to resolve itself automatically if an inmate is released or transferred from the facility prior to the completion of the form. This prevents forms from stagnating while waiting for form updates from a released inmate.

Forms Tracking Widgets

Forms tracking widgets provide a graphical user interface of Forms data. Here, users can hover their mouse over the widget to view additional data points. Users may also click on the widget's graphical data to display those forms that comprise the visual graphic.

30.3.3.8 Electronic Messaging

securus has read, understands, and will comply eMessaging



- Increases investigative data and analysis with all digital review
- Implements easily with existing facility network connectivity and hardware
- Prevents inmates from sending messages to other inmates at your facility or any other facility

Inexpensive, user-friendly options to maintain connections without sacrificing security: Securus eMessaging™ is an easy way for friends and family to stay in touch using the free Securus App or on our website. Both provide a high-level of security for communication entering your facility. Friends and family purchase stamps to send eMessages with the option of using an additional stamp to attach an eCard, photo, or video.

Stamp Packages may be purchased by an inmate using their Securus Debit Account and by friends and family using a credit or debit card. After the Stamp Packages are purchased, they may be used to send messages, transfer stamps to an inmate for their use, and to prepay for a return message from an Inmate.



Snap n' Send™ gives friends and family a tool to send just a photo for one stamp. It's an easy way for friends and family to share photos from their phone or photos snapped at family celebrations, kids sporting events, or just because.

eCards, like traditional greeting cards, celebrate life events and holidays with pre-worded, un-editable messages. An inmate or friends and family may send eCards for the cost of just one stamp.

VideoGrams are a convenient way to send 30 second videos from the Securus App for Android and iOS mobile devices. The Securus App automatically crops longer videos with no extra steps.

eMessaging Dashboard

Reduced administrative burden: Securus eMessaging[™] is an advanced, digital investigation option that reduces Fort Bend County Jail administrative burden while increasing your control over communication and content. Our centralized, proprietary platform is managed wholly within the United States and can be configured to match Fort Bend County Jail goals. The NextGen SCP is where you choose the level of review by choosing security controls. Then as eMessages are processed, if none of your security controls are triggered, the eMessages "Auto Release." If your security controls are triggered, then you have an opportunity to review the flags and approve/reject the message. Each eMessage that is rejected generates an automatic, free message to the inmate or family and friend sender advising that their message was not forwarded with a stated reason.

Minimize time and maximize results with automated screening: The NextGen SCP allows you to view and analyze the complete mail history of any sender. Intuitive reporting and views provide a complete message history by inmate, and the ability to search messages by inmate, family and friend, date, specific message, and word filter list. Use this tool for timely identification and evaluation of big-picture communication issues so you can proactively address.

All messages and photos are retained for the term of the contract, even if they are rejected or deleted by recipients. An additional benefit--as electronic communication increases, you can redeploy mailroom resources to other agency tasks.

Photo Review: Photo Review is efficient using the NextGen SCP's Photo Review Folder. If photos are outside Fort Bend County Jail photo policy, you may remove them (individually or as a group) from the message while allowing the message and acceptable photos to be delivered. The sender receives a notification that a photo was removed. All photos that were removed remain associated to the message and are accessible to Fort Bend County Jail. The NextGen SCP captures both the date and the staff member for each removed photo.

Word Watch: The word watch filters automatically screen and flag for review all incoming and outgoing messages that include a word on the Fort Bend County Jail Word Watch List. The flagged words will appear in red at the top of the message for fast review. You may modify the Word Watch List at any time to align with trends in coded speech phrases or buzz words.

Word Watch Filters Flagged Words in eMessaging

Approve Letter

Send To Sent To Security
Returned To Customer

Send To Censored

Mail History

Relocate Letter

LETTER ID 1234567

Inmate Name: JAMES MEEKS
Inmate ID: 1234567
Housing: BTCE09 19

Date: 07/18/2023 2:53PM EST

Customer: volletta larson
Customer ID: 1234567

Word(s) Found: • weed

weedmajor

parole

Attachment(s):

Click here to discard letter content. Discarded letters will be saved in the Discarded Material Bucket

a lil bro whats good in there got that mst of a in fo for u gotta remember i know those books so tell mom to tell me n ill show her for u ok . im cool just nworking n we trying to set up a video visit for u bro i wanna c u .she on tha phone now i think they sayin they dont have it but mom checkin wit somone eles now . but how long b 4 u home stud ? im waiting ?????u cool u get that \$ mom sent ? wanna write sum broads i know u cool on that but hey never enough !!!!!!!! lol im gettin it heavy out here as far as hoes go but not enough \$ bro . i finnaly popped tony off about that smoking weed it got bad for a hot sec but u know iwant tha best for him n he know it to ill holla at u more on that on tha phone . allah is steady blessin its slow but its going i aint had to do no major dirt so to me its all been a dream except my right hand aint here i really need u tane i cant figure this out i need a solid lick to put me on for tha \$ i need to get my

Watch Lists allow Fort Bend County Jail to flag for review all communications from designated individuals in your population and/or their friends and family. You may modify the Watch List at any time.

Emessaging Suspension: This feature allows you to stop all communications to any individual using the system. Pop-up notifications alert senders if they are suspended or if the intended recipient is suspended. Each suspension and reactivation action for an inmate is logged with staff name, date, and reason for the status change; suspensions may be modified at any time.

Inmate Access

Using a Securus Tablet or other device, an inmate can retrieve eMessages sent by friends and family. At log-in, there is an indicator that shows an eMessage is available and once opened, it clearly shows if there is a photo, eCard, or video attached. The inmate can reply to the sender by using a stamp they purchased using their Securus Debit Account, a stamp that was transferred to them, or a stamp that was paid for by the sender and attached to the incoming eMessage.

All eMessages, photos, eCards, and VideoGrams are displayed on the terminal or tablet in an eMessage inbox with no paper distribution. There is no Draft folder for the inmate and the Sent folder may be deactivated by Fort Bend County Jail.

30.3.3.9 Games

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Access to Music, Books, Education, & Games

Securus partners with some of the largest content aggregators, publishers, and creators to deliver the largest library of officially licensed premium media content.

To ensure security levels appropriate to the corrections industry, Securus stores these materials in our Tier IV data centers, which deliver content to secure onsite content management servers. This model ensures that only authorized, approved content is available on Unity Tablets.

Unity Tablets run on a custom-developed proprietary firmware that prevents access to unauthorized content by Inmates. The firmware on Unity Tablets provides multiple protections to maintain security and protect against Inmate abuse, including the following safeguards:

- Removing browser, contacts, calendar, native phone, and messaging clients
- Removing the option for the user to change the settings
- Disabling any access to NFC, bluetooth, and cellular wireless radio, except for Securus' Wi-Fi
- Preventing users from installing or un-installing apps. Authorized apps are pushed to the tablets through Securus' app state management process.
- Removing access to third-party app stores

Wi-Fi Access

Unity firmware only allows the tablets to connect to a Securus-provided unique Service Set Identifier (SSID) to ensure that Inmates only have access to authorized content and information.

Downloading

Programs, movies, educational content, and games are accessed and downloaded to Unity Tablets from Securus' Tier IV data centers. There are no bandwidth or location issues as there are when streaming from an outside internet service/source, and the security of the Inmates' access to data, sites, and information is protected by the firmware within the Unity Tablet.

Other tablet providers are known to have used unlicensed or standard consumer streaming applications. These applications lack filtering tools that are necessary to ensure only appropriate content is available and to maintain proper levels of security.

<u>What to ask:</u> Ensure media content is appropriate by asking "do you have direct contracts with content providers or content aggregators that authorize you to filter and distribute music, books, education content, games, and movies?"

30.3.3.10 Applications geared specifically to Mental Health Consumers

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Mental Health & Addiction Recovery



Mental Health content offered on our tablets can help inmates combat depression, alleviate negative moods, reduce anxiety, and more to improve lives during and following incarceration.

This content contains important information and assistance in various mental health topics to assist with various needs. The Mental Health programming available discusses depression, anxiety, and other mental health disorders. Securus continues to expand the availability of Mental Health content and provide additional resources.

Available mental health resources include the following:

- Anxiety relief
- Depression assistance
- Relationship guidance
- Guided meditation
- Breathing exercises
- Self-reflection

Unity Tablet Addiction Recovery Content

We'll provide Addiction Recovery resources to inmates to aid their road to recovery. Several options are available to meet the needs the needs of your agency. Our tablets can make these critical resources available at your agency.

Addiction recovery resources include:

Alcoholics Anonymous

- Opiate addiction
- 12-Step programs
- Healing
- Thriving After Addiction
- Recovery tips

30.3.3.11 Commissary ordering integrated with County vendor

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus currently integrates to Aramark at Ft Bend, for commissary ordering on the tablets and video terminals. Our devices continue to be of great use even when telephone and video session hours have passed. Inmates can place commissary orders from the same devices they use to place a call or view the inmate handbook. We have multiple integration options to display a third-party vendor's application or integrate directly with your jail. Publishing a commissary application can have an immediate impact on your bottom line. We'll work with any willing commissary company to enable the access through our devices. We have active agreements with many commissary companies.

Benefits

- Eliminate the need to have multiple types of inmate terminals or kiosks
- Increase efficiency by automating the commissary ordering process
- Maintain control of the integration and ensure that inmates can't access unsecure
 IP addresses in the third-party application

Integration Team works with 200+ vendors

Our Integration Team works with 200+ vendors worldwide and 60+ independent, facility-owned systems, and shared databases. We make connections so that your communications, management, and banking technology works together.

| Securus Has Experience with 200+ Vendors Worldwide Including: | | | |
|---|-----------------|-------------------|--|
| ABL Management, Inc. | FirsTech | Sleuth | |
| Aramark | FSG Software | Southern Software | |
| Archonix | Genesis | Spillman | |
| Beacon Software Solutions | Global Software | Stellar | |

Canteen Golden Eagle Stewart Commissary

CBM Huber & Associates Sungard/OSSI

Cirqular/SecurManage ID Networks SunRidge Systems

CIS Intellitech Swanson

Cisco Intergraph Synergistics Software Inc.

Compass Group J-CORR Tech/Abbey Group Syscon

Correctional Food Services | Justice Data Solutions | TAC-10

Correctional Food Justice Software Tech Friends

Services/ITF

Cottrell Consulting Keefe Telerus

CTS America Kimble Telus

Cushing Technologies Lawrence and Associates Text and Data/JAMIN

D&D Vending M&M Micro Tiburon

Digitech/Jail Tracker MoneyGram Tiger

DSI/ITI Netdata Touchpay

DSSI New World TriTech Software Systems

Eagle Advantage Northland IT Solutions Trinity Services Group

edocTec Northpoint Institute, Inc. Turnkey

EForce Oasis Tyler Technologies

E-Justice/Crime Cog Premier Supply Link UniSys

Embarg Prevatek VisionAir

Emergitech Primonics Western Union

EZ Card and Kiosk PTS Solutions Zuercher Technologies

Our Integration Team designs, develops, tests, and integrates our system with Fort Bend County Jail vendors and banking systems. This process is part of the overall Project Plan for the installation of the NextGen SCP. Major milestones include:

- Collect preliminary needs/ requirements
- Have contract signed
- Finalized requirements
- Approve the Statement of Work
- Finalize design document
- Schedule customer implementation
- Develop custom integration solution
- Test custom integration solution
- Implement custom integration solution
- Customer approval and sign-off

Securus integration specialists consult with your IT departments or system providers to determine the best integration strategy for each specific application. All integrations occur over secure connections usually with the following technologies: SOAP Web Services; HTTP; FTP push or pull of files in any textual format; JSON; XML-RPC; and TCP Sockets. Securus can modify your data format for migration into our platform, without costly code modifications.

JMS/ Commissary Integration

Reduce administrative burden with JMS or commissary integration: We will integrate the NextGen SCP with your jail management system (JMS) and/or commissary system at no cost to Fort Bend County Jail. With an integration, the status of individuals in your Securus NextGen SCP automatically updates based on the status in your JMS or commissary systems. Using Securus' E-Imports feature eliminates the need for manual entry and updates of profile information. Upon release, the PIN is stored and, then if there is a reentry, the PIN is reactivated along with all prior associated history, including call detail records and recordings, if any.

SAMPLES OF DATA FIELDS FOR INTEGRATION

- First Name Middle Name Last Name Birth Date Social Security Number (SSN)
- ID/Account Number 1 16 Digit PIN Book Date Gender Race Activate Date
- Housing Location Facility ID Alert Level Max Call Duration Language Preference

■ Suspended Calling with Start and End Dates ■ Three-Way Detection

Reduce administrative burden with E-Imports: The Securus NextGen SCP automatically imports and updates an inmate profile any time it changes (e.g., booking, transfer, release). You may also use E-Imports to sell "phone time" through the commissary that automatically transfers to the Securus Debit Account. E-Imports requires that your JMS or commissary vendor send files to an FTP directory at the Securus Data Center in a format and frequency as required by the Securus Interface Specifications Guide. The files can be fixed-length or delimited format; E-Imports supports comma-, pipe-, colon-, semi-colon-, and tab-delimited formats.

We'll work with JMS and commissary vendors to determine the specific transfer requirements including file types, file format, and file delivery frequency. We recommend setting up three recurring file transfers:

- Booked File Transfer Sent anytime there is a change in inmate booking, account, or calling eligibility and includes only the active inmate added or changed.
- Released File Transfer Sent anytime there is an inmate release.
- Complete File Transfer Sent in regular intervals to reflect your current population or weekly to synchronize systems.

30.3.3.12 Inmate mail review with leading vendor

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

These days, agencies like yours are seeing deadly substances like Suboxone and Fentanyl penetrating facilities disguised as paper, stamps, colored drawings, and more. Often, these toxic drugs are nearly impossible to detect by mailroom personnel—putting staff and population at risk, for accidental exposure.

Along with the safety and security hurdles, agencies also need to increase operational efficiencies due to labor shortages, and budget constraints.

With Securus's Digital Mail Center, mail can be flagged for Officer review.

Digital Mail Center

We understand that reducing risks and boosting your facilities' operational efficiencies are among your top priorities. That's why we developed a comprehensive mailroom operations

product: Securus Digital Mail Center (DMC®). DMC can play an integral role in helping you solve your agency's biggest hurdles—safety and security, labor shortages, and budget constraints.

DMC's streamlined & Securus-owned process

With DMC, we take on the administrative and safety burden of evaluating your facilities' postal mail. All **non-privileged** postal mail will be forwarded to a [Client Name]-assigned P.O. Box, where our team receives the mail and delivers it to our dedicated processing center. From there, our certified mail processing staff:

- Scans and transcribes all postal mail envelopes and contents through Optical Character Recognition (OCR) software
- Evaluates mail for illegal substances and contraband
- Investigates electronic transcripts for words identified on Fort Bend County's word watch list, and sort flagged communications into a specific review folder for further assessment
- Upload it to the Fort Bend County mail portal, for review and distribution to your incarcerated population via tablets and/or terminals

Mail is collected each morning when the USPS Business Mail Entry Unit is open and operational (Monday – Friday), and then processed and digitally delivered within 48 hours of receipt from the post office. Mail that is rejected is returned to the sender as long as a correct return address is provided.



Electronic postal mail is delivered via the eMessaging app

All non-legal/non-privileged DMC-processed postal mail is delivered to the [incarcerated individual - lowercase] via the eMessaging application available on your facilities' terminals and tablets. In the eMessaging application, inmates can access digital copies of their postal mail items. They can also save their mail items and revisit them at any time. We do not notify the inmate that mail items sent to them have been rejected. Best of all, with Securus, your incarcerated population is not limited to the number of minutes they can spend reading and engaging with their mail items.

Legal and privileged mail handling

Mail received from an attorney's office or other private/privileged establishments will not be received for processing. Any legal and/or privileged items received will be marked with the reason for rejection and returned to the sender. Items that are legal in nature can be mailed directly to the agency where agency staff will receive and distribute those items to the intended inmate.

Easily manage and control your postal mail

Our DMC solution offers an integrated solution with a mail management portal. In this portal, you can review, track, and approve all incarcerated postal mail that enters your facility.

Here's how the DMC mail management portal works:

- 1. We deliver an English transcription of the scanned envelope and all mail contents to the agency queue **for you to review and approve**
- 2. You review the mail items and any mail contents and approve or deny the piece(s) for delivery
- 3. If approved, the mail is automatically distributed directly to the intended inmate via the eMessaging application available on their tablet or facility terminals
- 4. The DMC system automatically logs all mail activity

Each mail item is assigned a unique identifier and is automatically delivered to the agency portal for review and approval. From the agency portal, you have complete control over what mail items are approved or denied. You can approve/deny individual pages, photos, or other specific pieces of mail. The agency portal also allows you to choose individual mail items, or all mail items for bulk approval or denial.

And to make managing your postal mail even easier, the DMC mail management solution is accessible through single sign-on, via your existing NextGen SCP administrative portal.

Investigate and monitor facility mail, build your intelligence database, flag mail, create watch lists, and more!

With safety and security a top priority, for Fort Bend County, we developed DMC to support your agency's intelligence efforts. DMC stores all information associated with the physical mail piece including: a Securus-assigned unique identifier, the sender's name, time, date, address, and content, for the life of your contract with Securus. This long-term archive capability allows you to build an investigative intelligence database that's not possible through standard physical mail processing.

The mail portal also offers additional investigative and monitoring functions, including:

- The ability to create customized watch lists to flag postal mail for specific words (Word Alert)
- Flag specific incarcerated recipients and/or external senders for additional review
- Define mail retention periods for scanned physical mail. (90-day default)
- Audit and track all mail activity
- Search for specific mail items
- Export mail documents from a search result for investigative documentation

After the mail is scanned, Securus stores the mail on behalf of the agency based on the agency's defined mail retention period. By default, Securus stores all mail for 90 days. After the retention period has expired, the mail is destroyed.

Also, mail that contains words identified on your agency's customizable watch list is flagged so you can send flagged mail to security for further evaluation prior to approval/denial. Our DMC solution allows you to control what inmates can receive in their mail, and what mail external senders can send. With the mail portal, you can flag specific senders and recipients, and require that mail from those identified parties undergo additional levels of review.

Securus handles illegal contraband so you don't have to

We send all illegal contraband confiscated from physical mail directly to the local law enforcement for handoff and chain of custody transfer. We'll also notify you of any illegal contraband so that you can pursue legal action, if desired.

What's more, Securus associates are experts in identifying contraband. All mail associates are thoroughly trained through administered processes to handle, scan, and reject mail items based on the policy of your agency. We'll work with you to ensure that your specific mail policies and details are outlined and incorporated into the mail-handling process.

The value of DMC for your agency

By allowing Securus to take the burden of your incarcerated postal mail process, you're taking actionable steps towards increasing the safety and security of your facility, your staff, and your incarcerated population by:

- **Reducing the risk of contraband introduction** by delivering incarcerated postal mail in a digital format (applies to non-privileged mail only)
- **Increasing the safety of your staff and incarcerated population** by eliminating the risk for accidental exposure to toxic substances through physical mail processing

- **Decreasing budget impacts** on your agency by reducing your mailroom-related expenses by nearly 90%
- **Reallocating your resources** by reducing your mailroom staffing requirements, making staff available for more business-critical tasks

30.3.3.13 All applications available on multi-function kiosk should also be available on tablet. Any exceptions should be explained in RFP response.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

All applications available on multi-function kiosks are available in the tablet program.

Our system provides the following applications on our devices.

| Application | Description |
|---|--|
| Inmate Telephone Application PHONE CALL Benefits | Inmates can speak to loved ones using our NextGen SCP). Our call platform delivers the latest in inmate calling technology with improved call quality, more effective investigative tools, and greater flexibility and scalability for future growth. New technologies are applied immediately through quarterly upgrades provided at no cost. |
| Security Controlled access Minimal disruption Easy user experience Multi-purpose device allows more capabilities with less hardware | Inmates can place calls with the same device they use to conduct a video session or submit a grievance. All non-privileged communications are monitored and completely secure. |
| Video Connect Application VIDEO VISITATION | Nothing beats the ability to "see" a loved one, and Securus Video Connect™ (SVC) makes that and much more possible. While a friend or family member visits from the comfort of their home or office, an inmate visits from their pod, eliminating the need to move the inmate inside the facility. |
| Benefits | SVC is a fully web-based video session system that allows family, friends, attorneys, and public defenders to |

- Security
- Controlled access
- Minimal disruption
- Easy user experience
- Multi-purpose device allows more capabilities with less hardware

Inmate Request Forms and Grievances Application*



Benefits

- Allow any number of forms made available electronically
- Define custom routing of forms to the correct person
- Enables two-way communication so inmates can receive an electronic response
- Documents and archives all communication
- Create multiple inmate forms with individualized routing processes
- Configure the Grievance Application to process multiple types of forms and custom routing based on the type of form submitted
- Require responses from jail staff to validate that the response was received
- Eliminate manual administration/paper-handling of grievance forms

schedule and participate in video sessions with an inmate– from any computer connected to the internet, or any iOS or Android phone with the Securus application. Integrating phone calling and video onto a common platform maximizes facility revenue and improves investigative capabilities.

Valuable time is lost every day when officers have to process inmate requests manually. Worse yet, every request must be handwritten and there is no easy way to maintain accurate records. This creates unnecessary liability for your facility and leaves inmates believing their requests have been ignored.

Inmates can electronically create and track requests through the system and staff can easily review, respond to, and process requests. Requests and responses are tracked and saved for future reference.

Two-way communication with inmates could not be easier.

Grievance administration is often one of the most complicated and manually laborious processes in a correctional facility. Certain inmate rights must be honored, facilities must respond within strict timelines, and all actions must be properly documented. Failure to do so comes with large penalties and fines, and creates legal liability.

The Grievance Application is a form submission and routing tool that allows inmates to submit grievances electronically. Correctional staff can then electronically prioritize, route, and respond to the submissions.

Commissary Application



Benefits

- Eliminate the need for multiple inmate kiosks
- Increase efficiency by automating the commissary ordering process
- Maintain control of the integration and ensure that inmates can't access unsecure IP addresses in the third-party application

Inmate Handbook Application



Benefits

- Reduces/eliminates printing/distribution costs
- Reduces staff workload distributing and replacing handbooks
- Provides instant, electronic updates to documents

Video Education Application



Benefits

- Communicate information to all inmates, even those unable to read
- Provides a form of communication that is often easier to comprehend,

Our devices continue to be useful even when telephone and video session hours have passed. For example, the devices can be used to place commissary orders. We have multiple integration options to display third-party vendors' applications or integrate directly with your facility. Providing inmates better access to a commissary application can have an immediate impact on commissary revenue.

A digital version of your inmate handbook can be accessed through The Inmate Handbook application. Inmates can access information without printing or distributing paper. Digital versions of other important documents can be available on our devices in addition to the Inmate Handbook.

The system provides the ability to upload any MP4 video. Everything from a video version of your inmate handbook, a jail orientation video, or a video tutorial on how to use the system is possible. You can make the video available for viewing any time or only during defined hours.

- ensuring your message is understood
- Provides educational videos without staff involvement

Law Library Application



Benefits

- Compliance to legal and mandatory requirements to provide inmates access to the courts (1977 Supreme Court Ruling; Bounds vs. Smith)
- Reduce or eliminate inmate complaints and litigation
- Always up-to-date information; automatic updates provided at no extra cost
- Free up staff time with and easy and safe solution
- Eliminate the need for housing large book collections, additional hardware, network, or electrical equipment because the application rides on our system designed for our devices
- Reduce costly and time-consuming inmate movement by hosting law library search resources in the housing units rather than escorting them to a physical library or terminal
- Receive turnkey service; we'll take care of everything

care of everything
Job Search Application



The Law Library Application makes legal research simple. Adhere to your legal obligation while reducing costs when inmates perform their legal research using the Securus Law Library Application. This Application provides full access to inmates to complete legal research without the need for transporting inmates to a facility library or special computer.

The inmates can remain in their housing unit and research legal topics through this application. Unlike large book collections that require costly replacement of revised material, the Law Library application includes nightly automated updates that are provided to Fort Bend County Jail at no extra charge.

The Job Search Application makes searching for a job simple. It allows inmates to perform job searches and view current local and nationwide jobs in numerous fields using our Job Search

Benefits

- Minimize job-seeker training costs because the system is selfexplanatory
- Provide job listings in cities nationwide for all types of jobs and levels of experience
- Eliminate the need for additional hardware, network, or electrical equipment because the application rides on our platform
- Reduce costly and time-consuming inmate movement by hosting job search resources in-house rather than issue passes for off-site job searches
- Track and measure the job search activity with detailed reports
- Receive turnkey service; we'll take care of everything

Application. This application assists in meeting one of the objectives of your facility in preparing inmates for life on the outside by reducing recidivism rates. The Job Search Application provides full access to inmates to complete job searches without the need for transporting inmates to a facility library or special computer. The inmates can remain in their housing unit and research employment options through this application.

eMessaging Application

Benefits

- Improves correctional staff utilization and efficiencies using alldigital review and distribution technology
- Automates message screening; visual alerts flag inappropriate words for quicker review
- Reduces traditional paper mail and efforts to search for contraband
- Increases investigative data collection and analysis
- Facilitates constituent and inmate communication

eMessaging allows inmate to communicate with their family & friends through a text-based message, picture, or eCard. Based on the most widely used messaging platform in the corrections industry, Securus eMessaging improves the efficiency of staff and reduces paper mail by transmitting communication electronically – all at no cost to the facility. eMessaging is configurable to allow constituents to send a digital message with the option to include a photo and even purchase an inmate reply – or can be set to only allow incoming messages.

All messages flow through NextGen SCP for analysis, review, and release to intended party if approved. Unlike physical mail, all messages are stored electronically for

 Uses existing facility and inmate hardware and network connectivity investigation and analysis and are easily accessed using intuitive sort and search tools.

Digital Bulletin Board

Benefits

- Automates manual processes
- Enables staff to focus on security
- Keeps inmates informed of important facility-related information without requiring additional work by the staff.

The system allows you to publish notifications that are always displayed on the device. In addition to providing pertinent facility-related information, these messages can be used to promote new products, services, and promotions such as Securus Video Connect.

VRS



Benefits

- Provide VRS-capable inmate call devices that fully conform to the rigorous needs of the correctional environment
- Manage VRS calls using the same controls as are used for traditional inmate calls
- Record VRS calls in accordance with the same recording controls that govern whether to record traditional inmate calls
- Ensure equal access to communication with friends and family.

Our system provides support for hearingimpaired inmates or friend or family member through our free, easy-to-use Video Relay Service (VRS) application.

30.3.3.14 Educational Content

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Education

Correctional education is a leading evidence-based practice to reduce recidivism, increase employment, improve facility culture, and engage inmates in pro-social activities.

Flexible solutions that meet the needs of any correctional agency: Securus provides agencies and inmates with a customizable educational suite. Educational programming can be accessible on any Unity Tablet at an agency and is made available for no cost to the learner.

Free and complete access to educational content without the need for movement around the facility: The Securus education suite can be accessed from a pod or cell at any time—increasing opportunity to access and learn—as well as in classrooms to support face-to-face learning.

Agency Benefits:

- Offer inmates educational opportunities
- Improve inmate productivity
- Reduce recidivism with advancements in education.
- Engage inmates in pro-social activities
- Deliver flexible education and training opportunities
- Reduce inmates movement around the facility
- Meet education and workforce training completion goals

Inmate Benefits:

- Meet personal education goals, including earning high school equivalencies or college degrees.
- Use idle time for something positive and productive
- Prepare for reentry into society
- Build responsibility and time management skills
- Learn new technology

Securus can support education at all levels:

- High School preparation, including GED/HiSET and adult basic education
- Workforce training

- Post-secondary college programs
- Social, cultural, and religious activities

The following sections describe the education capabilities, including the following options:

- Secondary and adult education: Essential Education, Edovo, and KA Lite
- College and university education: Lantern LMS
- Additional programming and content

Secondary, Adult Education, and High School Equivalency



Securus partners with Essential Education to offer a complete suite of adult learning programs. The flagship series offers GED Academy, HiSET Academy, TABE Academy, CASAS GOALS Academy and includes an array of reentry courseware allowing learners to have access to robust instruction in financial literacy, digital literacy, workplace essentials, and college preparation. Essential Education seamlessly supports both traditional classrooms and virtual learning environments by providing individualized learning plans with self-paced lessons that cater to the diverse needs of adult learners.

GED Academy is the core of the Essential Education product. Securus' Unity tablet, powered by Essential Education's GED Academy, has the potential to engage the entire population to work toward a GED using a high-quality, self-paced personalized learning application. GED Academy is 100% aligned with the official GED test and fully prepares students in each of the four subject areas: math, science, social studies, and language arts. Available in both English and Spanish, Essential Education also offers easy-to-run data reporting to track student progress.



edovo

Securus partners with Edovo to provide correctional agencies and learners access to more than 10,000 hours of educational, vocational, reentry, and rehabilitative content. Edovo's easy to use platform allows learners to create their own learning path, while educators can customize, modify, and create content that is specific their facility. Edovo's reporting tools show staff what students are working on and how to measure student progress.

What makes Edovo valuable to agencies is not just its large content library, but also the ability for agencies to easily onboard new education providers and bring current providers to scale. Securus will work with an agency's local education, workforce, and reentry partners to bring their content onto the Edovo platform so that learners can access the materials wherever they are in the facility.

Edovo content includes:

- GED preparation courses
- Vocational training, entrepreneurship, and workplace skills



KA Lite

KA Lite is a user-friendly offline education application that allows students to access more than 6,000 K-12 educational lessons in subject matters including Math, Science, History, Entrepreneurship and Computing. KA Lite offers practice exercises, instructional videos, quizzes, and test prep that can help build skills for the future.



Individualized and self-paced: This *Securus exclusive* version of KA Lite provides a customized-for-corrections solution that offers self-paced education appropriate for multiple styles of learning. Self-paced learning puts the responsibility on students and encouraging them to have internal motivation and learn time management skills. Ideal for locations that have volunteer-based or reduced designated education personnel. There is no cost to agency or students for KA Lite.

College and University Education

Partner with colleges and workforce training providers for post-secondary education: Securus' Lantern Learning Management System (LMS) can host instructor-led educational content, including those from local area colleges. Secure tablet-based content delivery increases the availability, scale, and variety of existing educational programs.



Lantern is a corrections-customized Learning Management System based on Canvas, an LMS used by thousands of colleges nationally. Since its inception, 1,000+ learners have earned college degrees using Lantern.

Lantern hosts facility-approved content developed by education partners that is accessed by inmates on their Unity tablets. By providing access to high-quality post-secondary education, inmates can equip themselves with the education needed for success upon release.

Lantern is an adaptable system that allows instructors to upload coursework and correspond with students through a messaging option. Colleges can use their existing online courses and adapt them to use on Lantern. Instructors can use Lantern for face-to-face, hybrid, and online learning. Using the Securus tablet, students can access course content, complete assignments, and take quizzes.

As an added benefit to users, Securus has partnered with post-secondary institutions and workforce content providers (such as Aramark) to provide exclusive solutions. These partnerships provide opportunities to students and facilities that best meet the goals of their education programs.

Partnering with Colleges and Expanding Support for Agency Education Departments

If your agency chooses to participate in offering college courses, Securus can support colleges and universities serving incarcerated students. Securus can assist agency education departments to explore ways Unity tablets can complement existing education programs.

- Potential students can learn how to choose college programs, how to prepare for college, and how to apply for financial aid using self-paced courses in Lantern.
- Students in both secondary, adult education, and post-secondary programs can access textbooks, video content, presentations, educational tools and resources, and a secure Learning Management System.
- College students use MobiSystems' OfficeSuite application that includes word processor, spreadsheet, and presentation apps to complete assignments. This special office suite was customized for Securus to meet the security needs of our customers.
- College students use JSTOR, an digital academic library of peer-reviewed research crucial for information literacy, higher education, and prosocial content. JSTOR meets and exceeds standards for college accreditation and provides to incarcerated students an equitable experience using academic research skills.
- Since 2016, Securus has been supporting colleges in prison including colleges participating in the US Department of Education's Second Chance Pell Experimental Sites Initiative. These long-term partnerships have helped Securus learn how best to support and onboard new educational partners.

Additional Educational Programming and Content

Securus provides access to additional programming that can teach multiple subjects and skills that can be used by learners to improve their lives during and after incarceration. The Unity eBooks application provides access to thousands of free classic books through the Gutenberg Library. Through educational documents, audio, video, podcasts, and eBooks, inmates can learn:

- Languages, including English as a second language (ESL)
- Entrepreneurship
- Job search and interview skills
- Career options and skills

- Parenting
- Anger management
- American history
- Vocabulary and the history of words
- Technical topics and technology
- Writing tips
- Business topics
- Science

30.3.3.15 Job & Life Skills

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Honest Jobs Tablet App



Empowering inmate **to reach reentry success:** Finding employment after being released from incarceration can be challenging, which is why we're proud to partner with Honest Jobs. Honest Jobs connects incarcerated tablet users with nearly 1,000 vetted, fair-chance employers through the Honest Jobs tablet application.

Honest Jobs is the leading national job marketplace for people affected by the criminal justice system. With the Honest Jobs tablet application, incarcerated users can connect with employers open to hiring people with criminal records.

Beyond being just a job board, Honest Jobs also offers incarcerated users additional features including:

- The ability to filter employment opportunities by job title, keywords, zip code, city, and other criteria
- Conflix scores to show incarcerated job seekers how compatible they are with opportunities based on their unique record
- Fair-chance employer badges that indicate the number of verified hires an employer has made through Honest Jobs
- The ability to learn more about Honest Jobs, their history, and ongoing commitment to connecting incarcerated job seekers with proven fair-chance employers

Mental Health & Addiction Recovery



Mental Health content offered on our tablets can help inmates combat depression, alleviate negative moods, reduce anxiety, and more to improve lives during and following incarceration.

This content contains important information and assistance in various mental health topics to assist with various needs. The Mental Health programming available discusses depression, anxiety, and other mental health disorders. Securus continues to expand the availability of Mental Health content and provide additional resources.

Available mental health resources include the following:

- Anxiety relief
- Depression assistance
- Relationship guidance
- Guided meditation
- Breathing exercises
- Self-reflection

Unity Tablet Addiction Recovery Content

We'll provide Addiction Recovery resources to inmates to aid their road to recovery. Several options are available to meet the needs the needs of your agency. Our tablets can make these critical resources available at your agency.

Addiction recovery resources include:

- Alcoholics Anonymous
- Opiate addiction
- 12-Step programs
- Healing
- Thriving After Addiction
- Recovery tips

Education for Self-Development

Securus provides a comprehensive educational model that recognizes that the challenge of providing a quality education in prison is not limited to the classroom. Our FYI app and Forms app can be used to improve recruiting and enrollment of students.

The KA Lite app provides short, focused training in math, science, and social studies that students can use while on education waitlists or for self-enrichment. The Lantern Learning Management System can be used by education departments, college partners, and treatment providers to strengthen face-to-face instruction, offer fully online courses, or to provide continuous education during lockdowns and holiday breaks. We'll work with local adult education providers and colleges to provide learning opportunities to the County's incarcerated population.

Securus offers specific GED completion software that includes assessments, guided learning plans, and self-paced instruction. With permission from the facility, Securus will provide access to third-party websites for library research, financial aid, and reentry.

30.3.4 Additional and Custom Applications: The Respondent shall describe any additional available applications. The Respondent shall describe their ability to provide custom applications as desired by the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will work with the County to establish what custom applications are being desired. Through the use of Agency Document Manager, the site has the ability to upload documents for the incarcerated population. Securus would require a more in-depth understanding of what is considered "custom" applications.

Applications and Content Available with Securus Unity

As standard, Securus can provide the following applications and content with the Unity tablets.

| Tablet Applications | | | | |
|--|--|---|--|--|
| COMMUNICATION | Inmate SERVICES | AUTOMATION | FACILITY SERVICES | |
| Phone: Fully- integrated extension of Securus NextGen SCP™ platform where all features | Make Mine: Banner on Tablet launch page used to convert to a | Forms and Grievance: Allows inmates to submit, view, update, and track forms. | Viewer: Access to all facility PDF documents and MP4 files (e.g., handbooks) posted. | |

| and restrictions apply. | Personal+ Tablet and access account. | | |
|--|--|--|---|
| Video Connect: Fully-integrated extension of Securus NextGen SCP™ platform where all features and restrictions apply. | Job Search: Diverse jobs database allowing inmates to perform local and nationwide searches to plan for a successful re-entry. | My Account: Tool for inmate to manage Securus Debit Account, tablet transactions, and media subscriptions. | Services: Allows facility staff to post real time notices, policies, procedures, and messages to one, a group of, or all inmate and/or Officer Tablets. |
| eMessaging: Two- way, corrections- grade digital messaging with facility regulated monitoring and control capabilities, as well as intelligence gathering opportunities. | Law Library: Up-to- date and comprehensive legal research tool via all major law library vendors. | FYI App: Allows agency staff to add documents, videos, and audio to be accessible by inmates. | FM Receiver/TV Audio: Broadcasts local/agency FM radio signals including TV (all frequencies). |
| eCard: >600 non- editable greeting cards available to send through eMessaging. | Commissary: Access to commissary ordering and services through Tablet (vendor agreement required). | My Agreements: Allows the agency to require the inmate to accept a document/s prior to gaining access to a tablet. | Clock &Calculator |
| VideoGrams: 30- second videos sent through eMessaging that can be reviewed before delivery. | Communication Center: Automated process for forms, requests, and grievances; integrated with our Technical Support Team. | | |
| | | | |

Digital Mail Center: Education: Various Scanned USPS mail delivered electronically, reducing staffing and contraband.

options available including Lantern (LMS), KA Lite, Tyro, and Podcasts.

| Media Center, Music, Games, Movies, TV Shows, |
|---|
| Movies, TV Shows, eBooks, News Stand |

MakeMine Banner App

The Securus Make Mine Application is displayed as a banner on the Securus Unity Tablet launch page. This App is the quick and convenient way for an inmate to convert a Personal Tablet to a Personal+ Tablet, subscribe to the latest Securus Unity Tablet package, view their Securus Debit Account Balance, and review their Securus Unity Tablet account details. After the inmate successfully completes the "Make Mine" process, all premium applications automatically downloaded to the tablet.

Commissary App

The Securus Commissary Application makes it easy for your population to order **commissary items from their Securus Unity Tablet**. Securus partners with many commissary companies so that your commissary transactions for services and goods are conducted directly through Securus Unity Tablets. Integrating your commissary and tablet programs provides greater access with increased ordering opportunities while reducing vour administrative burden.

The Securus Commissary App is compatible with any commissary company that operates with web-based (URL) ordering and maintains standard security protocols. We evaluate all third-party platforms, networks, and content giving you an extra layer of comfort regarding your data security and suitability of content for the corrections environment.

Communication Center App

The Securus Communications Center Application is a custom, end-to-end electronic workflow for processing forms and grievances. Eliminate paper forms, streamline processes, and save time using this App. Securus will **replicate any current** Fort Bend County Jail **process or procedure with an electronic workflow** that aligns with your

policies for appeals, approvals, and replies. Automating your workflows **eliminates** handling paper forms and greatly enhances tracking, reporting, and auditing of form submissions.

It's easy to submit forms through the Communications Center App and each submission is assigned a unique identifier so the inmate and your team may track its progress. Your team will have real-time access to both current and past forms using the easy-to-use user interface. All actions by your team will be logged as they review submissions, add comments or attachments as needed, and produce reports. Securus will provide detailed training to inmates and your team and user guides/instructions if needed.

The Securus Communications Center App is also used for an inmate to submit help tickets directly to the Securus Technical Support Team.

SECURUS COMMUNICATIONS CENTER FOR

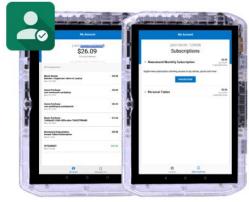
MANAGING FORMS AND GRIEVANCES

- Tools to create and manage multiple form types, each with its own customized workflow
- General Grievance
- General Request
- Anonymous Grievance
- Request medications
- Request Sick Call
- Tablet Self-Help
- Request Law Library Access
- Text fields with autofill or manual entry
- Check boxes and other multi-select tools configurable by form
- Pre-formatted form styles for easy form set up
- Anonymous Forms without appeal or response
- Authenticated Forms require PIN and attach to the submitter's records
- Options to allow appeal levels to the workflow
- A user interface for inmates to take action and submit forms
- View a list of available form types for completion
- Complete and submit a form
- View a list of submitted forms and status.

- View resolution provided to forms and Accept or Appeal the resolution
- A user interface for Fort Bend County Jail to manage form processing
- View forms awaiting action
- Read and assign a form to another staff member for resolution
- Request information from the inmate about a submission
- Provide a resolution to a submitted form back to the inmate
- Create form categories for efficient management
- Text Fields viewable only to Fort Bend County Jail staff
- Velocity restrictions to limit multiple submissions and system abuse
- Reports on volume, progress, data charts showing aging of forms in process
- An audit trail of all actions and form responses in the workflow
- Document storage and retention of all forms submitted
- Auto-resolve feature for use when submitter is transferred or released

My Account App

The Securus My Account Application allows an inmate to check their Securus Debit Account balance with a single click. Complete transaction history is available for review including eMessaging stamp purchases. This App is also used to manage premium media subscriptions—view active subscriptions, view next date of billing, view cost of subscriptions, and unsubscribe from subscriptions. When unsubscribing, access continues through the



completion date at which point the subscription will not auto-renew.

Fort Bend County Jail staff may run and view reports that show when documents are accepted or declined by each inmate. These reports may be exported to Excel or PDF.

My Agreements App

The Securus My Agreements Application is the tool for managing required document acceptance prior to access to a Securus Unity Tablet. These documents may be viewed at any time within the App for continued access and transparency. If documents are added or updated, acceptance is required at a subsequent log-in. If at any time an inmate does not accept documents presented, then access to the Tablet is blocked. Examples of documents often included on the My Agreements App include agency specific terms and conditions, Fort Bend County Jail handbook, PREA confirmation, and your tablet

awareness policy. Documents may be assigned to Tablets at the agency or site level to give you flexibility in document distribution.

Services App

The Securus Services Application provides Fort Bend County Jail with a streamlined communications tool to reach your population with real-time communications. Using the Officer Tablets, Fort Bend County Jail authorized staff may send messages, notices, and bulletins to a single tablet, a group of tablets, or to all tablets. The Services App may also be used to send messages on Officer Tablets to one or more members of your team.



An FAQ on the Services App answers inmate frequently asked questions about Securus Unity Tablets and Apps. In addition, an inmate may use the Services App to submit a Service Request to report any issues with their Securus Unity Tablet. All communication is logged and tracked for security purposes.

Subscriber App

The Securus Subscriber Application displays a barcode and AID for Securus troubleshooting.

Utilities App

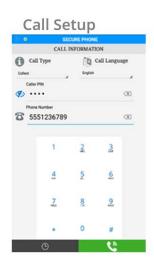
The Securus Utilities Application includes a calculator, clock, and office suite (Word/Excel/PowerPoint) customized by Securus to meet your corrections security standards.

Phone App

The Securus Phone Application is free and provides a great tool for agencies using Securus Calling Service on the NextGen Securus Communications Platform™. The Tablet will function like a telephone extension to make calls from a residential unit. All security features and restrictions apply including PIN/PAN lists, velocity controls, family and friend billing, customer service, and recording and monitoring. The Phone App has great functionality including recent call list, standard nine-key dialing pad, volume adjustment, and a visual call time. While reducing congestion in common areas, the Phone App allows an inmate to place a call with greater privacy and safety and provides easy visibility to call duration. Standard rates and charges for calls apply.

WITH THE SECURUS PHONE APP, MAKING A CALL IS AS EASY AS 1-2-3—

- 1 Select a Recent Call or Enter Call Type, Language, and Number
- 2 Enter PIN
- 3 Press the Green Start Button to Initiate the Call





Video Connect App

The Securus Video Connect Application (SVC) enables a Securus Unity Tablet to function as a fully integrated extension of the SVC platform. All features and restrictions set in the SVC system apply including PIN/PVL lists, management controls, recording and monitoring.

eMessaging App

The Securus eMessaging Application enables an inmate to communicate with family and friends through text-based messages. All messages are stored electronically for investigation and analysis and are easily accessed using intuitive sort and search tools.

eCard App

The Securus eCard Application is an easy way for an inmate and their loved ones to exchange non-editable eCards as an attachment to an eMessage. There are over 600 eCards in the catalog including general categories, holidays, special events, and more.

VideoGram App

The Securus VideoGram Application is a tool for friends and family to send 30 second videos using their smart phone or device and eMessaging. Fort Bend County Jail may review all VideoGrams prior to delivery to an inmate.

Gallery App

The Securus Gallery Application saves images sent through eMessaging so they may be viewed at any time including photo attachments and Snap n' Sends.

Digital Mail Center App

The Securus Digital Mail Center Application reduces inadvertent drug exposure and contraband from entering an agency by scanning postal mail and delivering it electronically through the Securus Unity Tablet. This App streamlines processes, reduces mailroom staffing needs, and creates a safer environment for your team and your population.

FYI App

The Securus FYI Application allows the agency to distribute documents, videos, and audio so the population may access with no intervention or delay. This may include important agency content such as handbooks, PREA, policies, reentry resources and more. Your team uses the Agency Document Manager to upload docs to the FYI App. The content added to the FYI app can be sorted into categories that are created by the agency for their unique needs. Uploading documents significantly reduces the time your team spends responding to questions and document requests.

Viewer App

The Securus Viewer App electronically publishes Fort Bend County Jail custom PDF documents, MP3 audios, and MP4 videos to Tablets saving time and money. A quick call to Securus Technical Support will start the process for uploading documents. Fort Bend County Jail may upload a different set of documents to Officer Tablets and Tablets distributed to an inmate. For Officer Tablets, the Securus Viewer App is an easy way to share policies, schedules, and the Officer Tablet



Viewer Guide with your team. For inmates, Fort Bend County Jail may choose to post the handbook, PREA information, Tablet policies, mental health documents, and education documents.

Newsstand App

The Securus Newsstand Application delivers subscription-based access to the latest news and current events in English and Spanish. Through an easy-to-use interface, your population may view value-neutral headlines and articles that are appropriate for a corrections environment. Automated tools review all headlines and articles for appropriateness prior to delivery to devices.

Securus' Newsstand allows inmates to stay up to date on the latest Top News, Sports, Entertainment, Health and more. Local, national, and international news is available within this application. Articles are available in English and Spanish languages.

KA Lite App

The Securus KA Lite Application is a self-paced preloaded educational platform with access to thousands of videos and exercises based on Common Core Curriculum to aid in GED readiness.

Lantern App

The Securus Lantern Application is our Learning Management System (LMS) that was built, designed, and customized for use in corrections. The Lantern App gives your population additional learning opportunities through educational courses offered by content providers and educational institutions.

Podcast App

The Securus Podcast App hosts a catalog of 750+ content reviewed programs for streaming or download at no charge. This free library is ever-expanding and provides educational materials in easily searchable categories such as Education, Employment, Mental Health, and Personal Development. Reduce recidivism with tools for employment, financial management, and life skills. Various podcasts are available in six languages (English, French, German, Italian, Spanish, and Portuguese). There are tens of thousands of hours of content for free in the Podcast App.



Podcasts can be streamed or download directly to the device to access while in offline mode allowing for the most flexibility and access to this critical content.

Law Library App

The Securus Law Library Application provides your population with up-to-date legal information allowing them to perform comprehensive legal research from their Securus Unity Tablet. Securus partners with every major law library vendor within the corrections market (Casemaker, Fastcase, LexisNexis, WestLaw, and LRA) to provide flexibility in options that meet your needs. There is a cost to you for the Law Library Application, but it is free to your population.

Unlike large book collections that require costly and frequent replacement, Securus Law Library applications include nightly automated updates at no additional cost. These automated updates ensure that inmate have access to the most up to date materials.



Benefits of Law Library on Securus Tablets

- Users can conduct legal research independently
- Improve access to legal research
- Constantly updated legal information
- Reduce necessary movement and free up staff time
- Reduce or eliminate the need to store and update physical book collections
- Agency Admin access to Federal and State Libraries

Through the Law Library application, inmate have secure digital access to millions of legal publications, documents, and resources. Federal and State materials are both accessible, using intuitive search capabilities that allow the user to pinpoint the information they are seeking. A modern search bar allows the inmate to conduct a search using simple or complex language. A simple touch screen user interface requires no training or prior computer experience. The Law Library application can be used independently, requiring no staff resources.

Media Store App

The Securus Media Store Application provides a modern media store designed specifically for use within the corrections environment. Your population uses the Media Store App to purchase access to premium media using their Securus Debit Account. Promotional, special and discount pricing are offered on a regular basis.

Music App

The Securus Music Application offers a large selection of corrections appropriate music with over 35 million tracks. Inmates preview, purchase, and download their favorite music to their Securus Unity Tablet to create playlists and enjoy unlimited play.

The Media Store features lists like Top Songs, Top Albums, Top Artists and New Releases that are curated and updated daily. Thirty (30) second previews are available so inmates can listen to a sample of the audio, before they buy it.

TV Show App

The Securus TV Show Application provides a growing catalog of popular television series from a variety of genres that are appropriate for corrections. Inmates rents TV shows using their Securus Unity Tablet for endless hours of entertainment.

Once a TV episode is rented, the incarcerated individual has 30 days to watch the TV episode and 48 hours to finish it once they start playing the content. Each TV show is carefully screened by our Content Review team to ensure that it is appropriate for the incarcerated. We currently only offer TV shows rated TV-14 or below.

Movie App

The Securus Movie Application provides an extensive catalog of 500+ movies in a variety of genres that are appropriate for corrections. Your population may rent the latest blockbusters, re-watch a past favorite, or discover something new.

Each movie is carefully screened by our Content Review team to ensure that it is appropriate for the incarcerated. We currently only offer movies rated PG-13 or below.

Once a movie is rented, the inmate has 30 days to watch the movie and 48 hours to finish the movie once they start playing the content. This is the standard timeframe for rentals of movies set by the entertainment industry.

eBooks App

The Securus eBooks Application is an electronic library with access to over 50,000 preapproved books and reference materials available to read and downloaded on a Securus Unity Tablet for no additional cost. Customizable settings aid the visually impaired (text-to-speech, changes in font size, and various color themes/backgrounds). The search feature makes the eBooks App easy to use and titles are available for every reading level and all interests. The eBooks App allows multiple books simultaneously, reduces inmate movement to onsite libraries, and reduces the need for physical books in cells. Downloaded books may also be read when not connected to Wi-Fi.

Games App

The Securus Games Application offers the largest, ever-expanding catalog of games that are appropriate for corrections. Over 1,200+ games across all genres including Action, Puzzle, Sports, and more are available for endless entertainment. All games are designed for extended play in an offline environment and are tested and reviewed prior launching on the Securus Games App.

Games come from many genres, including Arcade, Puzzle, Action, Racing, Sports, and more. Further, the Games App includes a Betterment category of Edutainment titles, focusing on education, memory, vocabulary, math, and word games.

FM Radio App

FM Radio App uses an FM receiver built into the Securus Unity Tablet allowing an inmate to use the tablet to access local corrections-broadcasted audio. For agencies that broadcast TV audio through an FM signal, an Inmate may use the Securus Unity Tablet to listen to TV. The radio on Tablets helps to quiet noisy dayrooms and gives an inmate who is studying a means to focus without distraction.

Pando

The Securus Pando Application provides interactive, high-quality, faith-based content developed with security requirements in place for use in a correctional facility. It allows inmates to **engage their spirituality** and **improve mental health** in a new way.

The Pando App was developed by Securus and God Behind Bars, is exclusive to Securus and is available at no additional cost and in addition to the other religious content available on the Securus Unity Tablet. Pando provides Streaming videos, digital access to the Bible, a prayer wall, and interactive goal setting tools are included.

Pando provides video content such as:

- Sermons
- Leadership
- Topical Studies
- Prayer & Meditation
- Self-Help & Self-Betterment

Religion

Securus provides unlimited access at no additional cost to thousands of hours of audio and video religious programming. Digital content is updated daily with new sermons and teachings of various religions and faiths in many languages.

In addition, over 40 Holy Books and hundreds of supplemental religious materials from all major world religions are available through the Securus eBooks App. Fort Bend County Jail may add additional facility specific religious documents and videos through the Securus Viewer App. Securus Unity Tablets give your population diverse opportunities to explore religion and practice their faith.

TYRO App

The Securus TYRO Application is exclusive to Securus and provides your population access to a large collection of videos and documents that focus on maintaining and improving family relationships, life skills, and reentry success.

Featured Content:

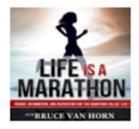
Family and Fatherhood

- Motivation
- Re-Entry
- Life skills
- Time Management
- And so much more!

Mental Health

Mental Health content offered on Securus Unity Tablets provide resources to cope with challenges of incarceration and life including depression, anxiety, negativity, sobriety, PTSD, and relationships. In addition, various mental health tools including guided meditation, breathing exercises, and self-reflection prompts encourage an inmate to develop positive life skills. Additionally, the agency can upload and add their own mental health content to be accessible on tablets through the FYI application.













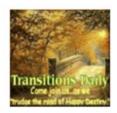
Examples of Mental Health Podcasts

Addiction Recovery

Securus Unity Tablets include many Addiction Recovery resource options that Fort Bend County Jail may customize to meet the needs of your population at no additional cost. Recovery from addiction leads to reduced recidivism so Securus works with you to make it easy for your population to access addiction recovery resources including Alcoholics Anonymous and other 12 Step Programs, guided healing, recovery tips, and Thriving After Addiction.













Examples of Addiction Recovery Podcasts

30.3.5 Facility Tablets: The Respondent shall have the capability to provide the County with a sub-set of tablets to be used by the County at the County's sole discretion. The Respondent and County will agree upon the number of facility tablets required.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will work with Ford Bend County personnel to determine the number of "facility" tablets to be included in the contract.

We automatically manage and maintain inventory by location. From the Inventory Page in SubManager, Fort Bend County Jail can see the number of tablets by location and tablet type. The Inventory feature allows facility staff to view current tablet inventory levels by facility, site, or location. Tablet Inventory provides information such as:

- Total Number of incarcerated individual tablets.
- Number of Personal Tablets
- Number of Community/Inventory Tablets
- Number of Officer Command & Control Tablets
- Date and quantity of the last tablet shipment from Securus
- Details of subscriptions pending redemption

All information can be viewed by facility, site and/or locations at each site. Wi-Fi networks and on-premises equipment are monitored 24x7x365 to detect attempts to circumvent security controls. Attempts are detected and responded to 24x7x365. Fort Bend County Jail will be notified of any unusual activity as quickly as possible.

30.3.6 Tablet Network Requirements: The Respondent shall provide each housing unit and select other areas of the facility with wireless network capacity to function effectively with one tablet for every one inmate. County facility includes housing units with up to 56 inmate capacity. Tablet Network must be able to accommodate up to 56 simultaneous connections per area.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

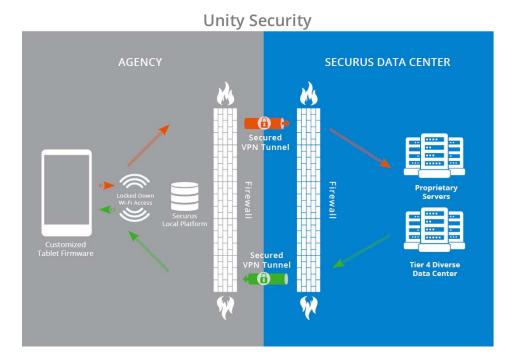
Securus will provide each housing unit and select other areas of the facility with wireless network capacity to function effectively with one tablet for every inmate. Tablet network must be able to handle up to 56 inmate capacity within each housing unit.

Tablets can only access the secure Securus wireless access points

Tablets are configured in such a way that they are restricted to Securus wireless access points only and should not connect to other wireless network access points. Security mechanisms are intended to prevent the tablet from connecting to any other Wi-Fi network other than the one provided by Securus for exclusive use by the tablets.

Unity Tablet Network Infrastructure

Securus' Unity tablets include a network and multiple layers of security to ensure proper tablet usage and to prevent security breaches or tablet misuse.



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Security Layer 1

Tablet Firmware

Securus Unity Tablets run a custom-developed proprietary firmware to secure and prevent any unauthorized content or access by the inmates. The customized firmware does not have any of the common features that are found on consumer-grade tablets. The following security measures have been taken to harden the firmware on these tablets:

- Removing browser, contacts, calendar, native phone, and messaging clients
- Removing the option for the user to change the settings
- Disabling any access to NFC, Bluetooth, and cellular wireless radio, except for Securus' Wi-Fi
- Preventing users from installing or un-installing apps. Authorized apps are pushed to the tablets through Securus' app state management process.
- Removing access to third-party app stores
- Preventing access to the public Internet directly

Wi-Fi Access

Tablets can only connect to Securus-provided Wi-Fi using a unique SSID (Service Set Identifier). Security mechanisms prevent the tablet from connecting to any Wi-Fi network other than the one provided by Securus for the exclusive use of the tablets.

Securus uses wireless access points (WAPs) that are customized to broadcast only the SSID to supported Unity tablets.

Security Layer 2

Securus Local Platform (SLP)

All the WAPs are connected to a Securus Local Platform (SLP) running Securus' custom-developed proprietary software. These SLPs have components that inspect all network packets and provide firewall, transparent proxy, DHCP, DNS, and routing services for the tablets.

The SLP is essential to all tablet functionality. The SLP is configured to govern what the tablets can access. The tablet cannot receive any content from a network that the SLP has not been configured to provide (depending on client's requirements). The SLP inspects all tablet traffic and ensures that access is granted only to authorized content.

Tablets are only able to connect to the Wi-Fi network and obtain an IP address if it is recognized as an authorized device by the SLP. If a tablet is not known by the SLP, it will not be granted access to the wireless network and will be rendered useless for applications that require network connectivity.

The SLP at the facility premise is connected to Securus' data center over an Internet Protocol Security Virtual Private Network (IPsec VPN) tunnel. This IPsec VPN service provides secure internet protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.

Network

The SLP at the facility premise is connected to Securus' data center over an IPsec VPN tunnel. The IPsec VPN service provides secure Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.

Security Layer 3

Data Centers

Securus maintains a presence in three data centers in three geographically diverse locations. Our data centers are designed to withstand worst-case events and maintain 99.99% availability. The data centers, managed and staffed by a carrier-class data center host, meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier 4 (highest availability) data centers including:

- Multiple power delivery paths
- Ability to withstand a 96-hour power event
- Two-hour fire protection
- Multi-layer physical security

A strategy is in place with multiple checkpoints to ensure the integrity of physical security controls, including guarded, photo-verified check-in, dual-door authentication (both card and biometric), and a mantrap (interlocking door controller) at the data center suite entrance.

Securus applies a high level of security to protect against cyber-attacks, and to secure customer data. Applications transmitting data across public networks support SSL/TLS, Certificates, and AES 256-bit encryption. Industry-leading routers, switches, and firewalls are used throughout the network to protect Securus and our customers. All servers, laptops, and workstations require anti-virus and anti-spyware protection software as well as the latest operating system patches.

Standard Security

As with all Securus services, all solutions are supported out of our carrier class data centers located in Dallas, Texas; Atlanta, Georgia; and Miami, Florida. All client information, recordings, and applications are stored within these secure facilities.

Securus provides all required network connectivity and does not require your facility to provide any network infrastructure. As a point of policy, Securus does not use client-provided network infrastructure. By providing our own network, we can monitor the network through our Network Operations Center (NOC) and can provide quick network resolution through our Technical Support Center (TSC) 24x7x365 without contacting or coordinating with our clients or client network providers.

Also, we provide and maintain all of the on-site network connectivity equipment through our nationally disbursed certified technicians that carry all necessary replacement components.

To support the Unity Tablet application, Securus specifically designed a wired and wireless network that ensures a safe and secure environment.

Security and System Control

Securus used our extensive experience in providing communication solutions in a corrections environment when developing the Unity Tablet client interface, dashboard, system security and system controls.

Our secure controlled network will allow you to track and manage what feature or functionality is being used and by whom and to expand program features with confidence so only what is permissible may be accessed. The Securus Tablet independent network oversees the registration of the user information while our administrative dashboard will allow your authorized staff to set the rules for approving, confirming, and tracking inmate use of tablet features. Also, controls are available that allow for "Global" settings that control when the tablets are activated as well as individual settings that control when an individual inmate's tablet is active.

30.3.7 Tablet Phone Calls: The Respondent's tablet shall allow for phone calls. Tablet phone calls shall be managed by the same tool used for all other inmate phone calls. All phone options and restrictions, including call schedules, shall be available on the tablet phone application.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY Phone App



For agencies using Securus Inmate Telephone Service (SITS) on the NextGen SCP™, the phone application allows the Unity Tablet to function as a telephone extension of the SITS.

Just like SITS, the Unity Tablet will only allow the inmate to make calls from the housing unit where they reside.

All the features and restrictions of the SITS—such as PIN/PAN lists, velocity controls, family and friend billing/customer service, and recording and monitoring—will apply.

Securus Phone App

Capabilities:

- Allows inmates to place phone calls through the SITS on NextGen SCP
- Phone groups for locking a tablet to a housing area
- Recent calls list to expedite repeat call set up
- Standard nine-key dialing pad
- Volume controls
- Visual call timer

Benefits:

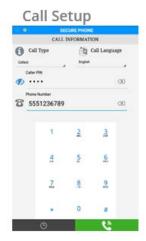
- Intuitive design and use
- Ability to place calls with more privacy and safety
- Speeds call set up experience to prior called number
- Assists in avoiding and minimizing confrontation in common areas
- Gives inmates more visibility into the duration of time they have been using the phone

Making a Call on an Inmate Tablet

An inmate can make a call in two ways from the Unity phone call app: By dialing from the application keypad or by selecting a number from their recent calls to expedite call set up.

To make a call by dialing from the call set up screen

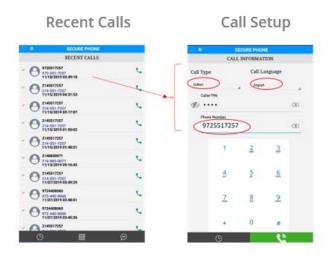
- 7. Select Call Type and Call Language.
- 8. Enter their PIN and the phone number to be called.
- 9. Select Green start button to initiate.





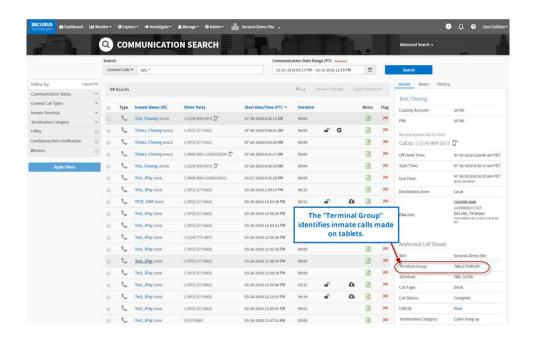
To make a call by initiating it from the recent call list:

- 10. Click on a prior call and call data is prepopulated on the Call Set Up screen
- 11. Enter their PIN
- 12. Select Green start button to initiate



Unity tablets are identified as "Tablet" phone groups in NextGen SCP, as shown in the following image.

Communication Detail Report Showing Tablet Calls



30.3.8 Tablet Backend Management: The system should have an adequate web-based backend management system to assign, track, and manage tablets.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus onsite tablet administrator will be managing the back end to assign, track and manage tablets. However the platform does allow officers to also manage tablets thru the Command and Control officer tablets.

COMMAND & CONTROL OFFICER TABLETS

Securus' unmatched Command & Control officer tablets enable facility staff to easily control who gets a tablet, what is on the tablet, and when that tablet can be used.

Command & Control Applications



Command & Control Officer Tablets are customizable devices that can be distributed at your agency as needed. Agency staff can maintain complete control over all tablets at your agency. Staff can control tablet functionality by tablet, group of tablets, or all tablets at the agency in real time. Applications available on a tablet can be controlled at once or on an app-by-app basis. Officer Tablets can be configured for various roles & permissions that allow the appropriate staff the ability to control tablets under their jurisdiction. Securus knows this level of control is critical for a successful tablet program.

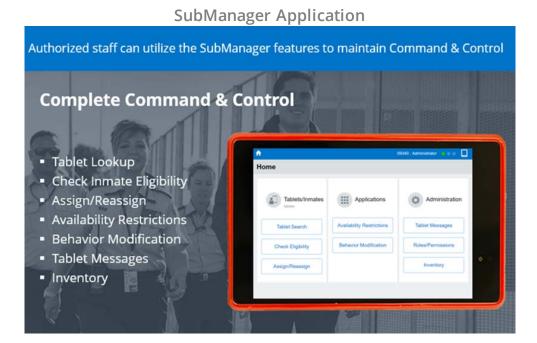
Existing Securus Tablet customers have confirmed that the ability to control access to tablets and application activity has provided them with the administrative control necessary to ensure overall safety and security. Command & Control Officer Tablets allow designated agency staff to remove all tablet functionality, a capability that can be used for inmate behavioral modification.

Officer Tablets have detailed dashboard views that allow your staff real-time search functionality and analytics. Administrative functionality on the dashboards is comprehensive and flexible. Individual staff can have a customizable level of control based on your desired specifications.

The Command & Control Officer Tablet allows staff to control tablets and applications in an easy, efficient, and cost-effective way--all while promoting positive inmate productivity and betterment. Securus continues to demonstrate our commitment to partnering with correctional agencies to modernize incarceration and connect what matters.

SubManager App

The SubManager Application is used by agency staff for the command and control of tablets deployed at the agency.



Every tablet has an information profile identifying the user of the tablet, the inmate ID, the site location and ID, housing unit location, last usages, and permission status, as shown in the following image.



30.3.9 Inmate Purchasing of Multimedia Content: Inmates should have the ability to purchase multimedia content directly from a third-party commissary application.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will need to understand in more detail, what kinds of items will be allowed to be purchased thru a third party commissary application. We are not currently aware of Aramark offering multi media content today but are happy to review with all parties when available. Securus provides our own multimedia content as we describe in this section.

Movie Subscriptions Overview

With Securus' movie subscription service, inmates have access to hundreds of movies, including Hollywood blockbusters, through a tiered subscription model for a low, recurring monthly fee. These subscriptions provide access to our diverse catalog of films including movies from all genres like action, comedy, animation, documentaries and more – there's a movie for every movie fan! In addition, a selection of new movies will be refreshed monthly so there is always something new to watch.

What's more, unlike some providers, our tiered packages mirror traditional monthly subscription models – inmates are not limited to the number of minutes they can watch a movie. Our monthly subscription service allows for unlimited movie viewing for all films available within the selected subscription level.

And just like viewing preferences vary, our subscription model is flexible and offers package options to meet a variety of budgets and consumer preferences. Best of all, there is no additional administrative hassle for the agency. All subscription packages are purchased and managed independently by the inmate through the Personal+ tablet media store.

A-la-carte movies will continue to be available through the media store for inmates who are not interested in a subscription package option.

31.0 TECHNICAL SPECIFICATIONS (MULTI-FUNCTION KIOSKS):

31.1 Multi-Function Kiosk service requirement: The system must be capable of providing multiple secure software applications to inmates.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY



Light and ruggedized vandal-proof terminals (hardened steel): Best balance between weight and resistance

- Hermetically sealed: Impossible for dust and liquids to enter, spill-proof (accidental or deliberate).
- Assembly elements are hidden: No screws or hinges can be removed and used to manufacture weapons. No doors/compartments that can be opened in the front or on the sides of the unit.
- Rounded edges that reduce the risks of accidental or intentional injuries.
- Abrasion and chemical resistant; the unit can be cleaned using commercial cleaning agents.
- Humidity and corrosion resistant
- Built-in LCD 15", with hardened touch-screen
- High quality audio and video with a bandwidth requirement of less than 220 kbps
- Video speed up to 30 fps
- HD camera, autofocus, (720p @ 30 fps)
- Optional hands free terminal with built-in
- D video camera, Pan-Tilt-Zoom, 10x optical zoom, 4x digital zoom, 30fps

- Built-in LED lighting system
- Power ON LED indicator
- Magnetically activated pushbutton for on/off power
- Built-in heat sink mounted to the back for heat dissipation
- Built-in protection device against voltage variations
- Vandal-proof handset. Armored cable
- Built-in scheduler and registration management via software
- Video-conferencing/Inmate information kiosk
- Multilingual interface (English, Spanish, etc...)
- Standard non-proprietary computer components
- Maintenance port with wireless keyboard (Infra Red Access)
- Dimensions Single & Dual Handset (HxWxD): 20" (52cm) x 17" (43cm) x 6" (15cm)
- Dimensions Hands-Free (HxWxD): 29.5" (75cm) x 17" (43cm) x 7" (17cm)
- Weight of Single & Dual handset: 48lbs/21.7kgs
- Weight of Hands-Free: 54lbs/24.5kgs

Roadmap for 2025 of new Wall mounted multi kiosk units:





Our system provides the following applications on our current devices.

| Application | Description | |
|--|--|--|
| InmateTelephone Application PHONE CALL | Inmates can speak to loved ones using our NextGen SCP). Our call platform delivers the latest in inmate calling technology with improved call quality, more effective investigative tools, and greater flexibility and scalability for future growth. New technologies are applied immediately through quarterly upgrades provided at no | |
| Benefits | cost. | |
| SecurityControlled access | Inmates can place calls with the same device they use to conduct a video session or submit a grievance. All non-privileged communications are monitored and | |
| Minimal disruptionEasy user experience | | |
| Multi-purpose device allows more capabilities with less hardware | completely secure. | |
| Video Connect Application | Nothing beats the ability to "see" a loved one, and Securus Video Connect™ (SVC) makes that and much more possible. While a friend or family member visits from the | |



Benefits

- Security
- Controlled access
- Minimal disruption
- Easy user experience
- Multi-purpose device allows more capabilities with less hardware

comfort of their home or office, an inmate visits from their pod, eliminating the need to move the inmate inside the facility.

SVC is a fully web-based video session system that allows family, friends, attorneys, and public defenders to schedule and participate in video sessions with an inmate– from any computer connected to the internet, or any iOS or Android phone with the Securus application. Integrating phone calling and video onto a common platform maximizes facility revenue and improves investigative capabilities.

Inmate Request Forms and Grievances Valuable time is lost every day when Application*

Officers have to process inmate requestions.



Benefits

- Allow any number of forms made available electronically
- Define custom routing of forms to the correct person
- Enables two-way communication so inmates can receive an electronic response
- Documents and archives all communication
- Create multiple inmate forms with individualized routing processes
- Configure the Grievance Application to process multiple types of forms

Valuable time is lost every day when officers have to process inmate requests manually. Worse yet, every request must be handwritten and there is no easy way to maintain accurate records. This creates unnecessary liability for your facility and leaves inmates believing their requests have been ignored.

Inmates can electronically create and track requests through the system and staff can easily review, respond to, and process requests. Requests and responses are tracked and saved for future reference.

Two-way communication with inmates could not be easier.

Grievance administration is often one of the most complicated and manually laborious processes in a correctional facility. Certain inmate rights must be honored, facilities must respond within strict timelines, and all actions must be properly documented. Failure to do so

- and custom routing based on the type of form submitted
- Require responses from jail staff to validate that the response was received
- Eliminate manual administration/paper-handling of grievance forms

comes with large penalties and fines, and creates legal liability.

The Grievance Application is a form submission and routing tool that allows inmates to submit grievances electronically. Correctional staff can then electronically prioritize, route, and respond to the submissions.

Commissary Application



Benefits

- Eliminate the need for multiple inmate kiosks
- Increase efficiency by automating the commissary ordering process
- Maintain control of the integration and ensure that inmates can't access unsecure IP addresses in the third-party application

Inmate Handbook Application



Benefits

- Reduces/eliminates printing/distribution costs
- Reduces staff workload distributing and replacing handbooks
- Provides instant, electronic updates to documents

Video Education Application

Our devices continue to be useful even when telephone and video session hours have passed. For example, the devices can be used to place commissary orders. We have multiple integration options to display third-party vendors' applications or integrate directly with your facility. Providing inmates better access to a commissary application can have an immediate impact on commissary revenue.

A digital version of your inmate handbook can be accessed through The Inmate Handbook application. Inmates can access information without printing or distributing paper. Digital versions of other important documents can be available on our devices in addition to the Inmate Handbook.

The system provides the ability to upload any MP4 video. Everything from a video version of your inmate handbook, a jail



Benefits

- Communicate information to all inmates, even those unable to read
- Provides a form of communication that is often easier to comprehend, ensuring your message is understood
- Provides educational videos without staff involvement

Law Library Application



Benefits

- Compliance to legal and mandatory requirements to provide inmates access to the courts (1977 Supreme Court Ruling; Bounds vs. Smith)
- Reduce or eliminate inmate complaints and litigation
- Always up-to-date information; automatic updates provided at no extra cost
- Free up staff time with and easy and safe solution
- Eliminate the need for housing large book collections, additional hardware, network, or electrical equipment because the application rides on our system designed for our devices
- Reduce costly and time-consuming inmate movement by hosting law library search resources in the housing units rather than escorting

orientation video, or a video tutorial on how to use the system is possible. You can make the video available for viewing any time or only during defined hours.

The Law Library Application makes legal research simple. Adhere to your legal obligation while reducing costs when inmates perform their legal research using the Securus Law Library Application. This Application provides full access to inmates to complete legal research without the need for transporting inmates to a facility library or special computer.

The inmates can remain in their housing unit and research legal topics through this application. Unlike large book collections that require costly replacement of revised material, the Law Library application includes nightly automated updates that are provided to Fort Bend County Jail at no extra charge.

them to a physical library or terminal

 Receive turnkey service; we'll take care of everything

Job Search Application



Benefits

- Minimize job-seeker training costs because the system is selfexplanatory
- Provide job listings in cities nationwide for all types of jobs and levels of experience
- Eliminate the need for additional hardware, network, or electrical equipment because the application rides on our platform
- Reduce costly and time-consuming inmate movement by hosting job search resources in-house rather than issue passes for off-site job searches
- Track and measure the job search activity with detailed reports
- Receive turnkey service; we'll take care of everything

The Job Search Application makes searching for a job simple. It allows inmates to perform job searches and view current local and nationwide jobs in numerous fields using our Job Search Application. This application assists in meeting one of the objectives of your facility in preparing inmates for life on the outside by reducing recidivism rates. The Job Search Application provides full access to inmates to complete job searches without the need for transporting inmates to a facility library or special computer. The inmates can remain in their housing unit and research employment options through this application.

eMessaging Application

Benefits

 Improves correctional staff utilization and efficiencies using alldigital review and distribution technology eMessaging allows inmate to communicate with their family & friends through a text-based message, picture, or eCard. Based on the most widely used messaging platform in the corrections industry, Securus eMessaging improves the efficiency of staff and reduces paper mail by transmitting communication electronically – all at no cost to the facility.

- Automates message screening; visual alerts flag inappropriate words for quicker review
- Reduces traditional paper mail and efforts to search for contraband
- Increases investigative data collection and analysis
- Facilitates constituent and inmate communication
- Uses existing facility and inmate hardware and network connectivity

Digital Bulletin Board

Benefits

- Automates manual processes
- Enables staff to focus on security
- Keeps inmates informed of important facility-related information without requiring additional work by the staff.

VRS



Benefits

- Provide VRS-capable inmate call devices that fully conform to the rigorous needs of the correctional environment
- Manage VRS calls using the same controls as are used for traditional inmate calls
- Record VRS calls in accordance with the same recording controls that govern whether to record traditional inmate calls

eMessaging is configurable to allow constituents to send a digital message with the option to include a photo and even purchase an inmate reply – or can be set to only allow incoming messages.

All messages flow through NextGen SCP for analysis, review, and release to intended party if approved. Unlike physical mail, all messages are stored electronically for investigation and analysis and are easily accessed using intuitive sort and search tools.

The system allows you to publish notifications that are always displayed on the device. In addition to providing pertinent facility-related information, these messages can be used to promote new products, services, and promotions such as Securus Video Connect.

Our system provides support for hearingimpaired inmates or friend or family member through our free, easy-to-use Video Relay Service (VRS) application. Ensure equal access to communication with friends and family.

31.2 Multi-Function Kiosk hardware requirements:

31.2.1 Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Multi-Function kiosks are designed for an inmate environment. Kiosks are equipped with durable housings and reinforced cords of a length determined by the County (and subject to market availability) to suit various locations. Each unit is tamper-resistant and does not contain any external removable parts.



Light and ruggedized vandal-proof terminals (hardened steel): Best balance between weight and resistance

- Hermetically sealed: Impossible for dust and liquids to enter, spill-proof (accidental or deliberate).
- Assembly elements are hidden: No screws or hinges can be removed and used to manufacture weapons. No doors/compartments that can be opened in the front or on the sides of the unit.

- Rounded edges that reduce the risks of accidental or intentional injuries.
- Abrasion and chemical resistant; the unit can be cleaned using commercial cleaning agents.
- Humidity and corrosion resistant
- Built-in LCD 15", with hardened touch-screen
- High quality audio and video with a bandwidth requirement of less than 220 kbps
- Video speed up to 30 fps
- HD camera, autofocus, (720p @ 30 fps)
- Optional hands free terminal with built-in
- D video camera, Pan-Tilt-Zoom, 10x optical zoom, 4x digital zoom, 30fps
- Built-in LED lighting system
- Power ON LED indicator
- Magnetically activated pushbutton for on/off power
- Built-in heat sink mounted to the back for heat dissipation
- Built-in protection device against voltage variations
- Vandal-proof handset. Armored cable
- Built-in scheduler and registration management via software
- Video-conferencing/Inmate information kiosk
- Multilingual interface (English, Spanish, etc...)
- Standard non-proprietary computer components
- Maintenance port with wireless keyboard (Infra Red Access)
- Dimensions Single & Dual Handset (HxWxD): 20" (52cm) x 17" (43cm) x 6" (15cm)
- Dimensions Hands-Free (HxWxD): 29.5" (75cm) x 17" (43cm) x 7" (17cm)
- Weight of Single & Dual handset: 48lbs/21.7kgs
- Weight of Hands-Free: 54lbs/24.5kgs

31.2.2 Volume control: All kiosks will have adjustable volume control, if applicable.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

31.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

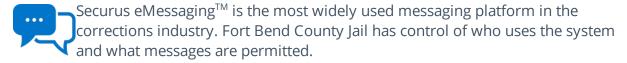
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

31.3.1 Electronic Messaging Application: The Respondent shall make available an electronic messaging application for two-way communication between friends and family members and inmates. Electronic Messaging shall perform as a closed-loop system and not permit the inmate to initiate communication via public email or other public means. Electronic Messaging communications shall be initiated by friends and family initially and may be initiated by inmates after the County has approved initial contact. Electronic Messaging should include raw text with the ability to attach standard image file types. Electronic Messaging system shall provide the County the ability to approve all messages, some messages, or no messages as determined by the County. Electronic Messaging service should be a revenue-generating service. Electronic Messaging communications must be printable in a format approved by County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our multi function kiosks, have the ability to have E messaging on them. Inmates will have the ability to use either the kiosk or tablet to access their messages and attachments. Please see the financial offer section for revenue generating commissions on this service. All emessages have the ability to be printed.

eMessaging



- Increases investigative data and analysis with all digital review
- Implements easily with existing facility network connectivity and hardware
- Prevents inmates from sending messages to other inmates at your facility or any other facility

Inexpensive, user-friendly options to maintain connections without sacrificing security: Securus eMessaging™ is an easy way for friends and family to stay in touch using the free Securus App or on our website. Both provide a high-level of security for communication entering your facility. Friends and family purchase stamps to send eMessages with the option of using an additional stamp to attach an eCard, photo, or video.

Stamp Packages may be purchased by an inmate using their Securus Debit Account and by friends and family using a credit or debit card. After the Stamp Packages are purchased, they may be used to send messages, transfer stamps to an inmate for their use, and to prepay for a return message from an Inmate.



Snap n' Send™ gives friends and family a tool to send just a photo for one stamp. It's an easy way for friends and family to share photos from their phone or photos snapped at family celebrations, kids sporting events, or just because.

eCards, like traditional greeting cards, celebrate life events and holidays with pre-worded, un-editable messages. An inmate or friends and family may send eCards for the cost of just one stamp.

VideoGrams are a convenient way to send 30 second videos from the Securus App for Android and iOS mobile devices. The Securus App automatically crops longer videos with no extra steps.

eMessaging Dashboard

Reduced administrative burden: Securus eMessaging[™] is an advanced, digital investigation option that reduces Fort Bend County Jail administrative burden while increasing your control over communication and content. Our centralized, proprietary platform is managed wholly within the United States and can be configured to match Fort Bend County Jail goals. The NextGen SCP is where you choose the level of review by choosing security controls. Then as eMessages are processed, if none of your security controls are triggered, the eMessages "Auto Release." If your security controls are triggered, then you have an opportunity to review the flags and approve/reject the message. Each eMessage that is rejected generates an automatic, free message to the inmate or family and friend sender advising that their message was not forwarded with a stated reason.

Minimize time and maximize results with automated screening: The NextGen SCP allows you to view and analyze the complete mail history of any sender. Intuitive reporting

and views provide a complete message history by inmate, and the ability to search messages by inmate, family and friend, date, specific message, and word filter list. Use this tool for timely identification and evaluation of big-picture communication issues so you can proactively address.

All messages and photos are retained for the term of the contract, even if they are rejected or deleted by recipients. An additional benefit--as electronic communication increases, you can redeploy mailroom resources to other agency tasks.

Photo Review: Photo Review is efficient using the NextGen SCP's Photo Review Folder. If photos are outside Fort Bend County Jail photo policy, you may remove them (individually or as a group) from the message while allowing the message and acceptable photos to be delivered. The sender receives a notification that a photo was removed. All photos that were removed remain associated to the message and are accessible to Fort Bend County Jail. The NextGen SCP captures both the date and the staff member for each removed photo.

Word Watch: The word watch filters automatically screen and flag for review all incoming and outgoing messages that include a word on the Fort Bend County Jail Word Watch List. The flagged words will appear in red at the top of the message for fast review. You may modify the Word Watch List at any time to align with trends in coded speech phrases or buzz words.

Word Watch Filters Flagged Words in eMessaging

LETTER ID 1234567

Inmate Name: JAMES MEEKS
Inmate ID: 1234567
Housing: BTCE09 19

Date: 07/18/2023 2:53PM EST

Customer: volletta larson
Customer ID: 1234567

Word(s) Found: • weed

weedmajor

parole

Attachment(s):

Click here to discard letter content. Discarded letters will be saved in the Discarded Material Bucket Approve Letter

Send To Sent To Security

Returned To Customer

Send To Censored

Mail History

Relocate Letter

a lil bro whats good in there got that mst of a in fo for u gotta remember i know those books so tell mom to tell me n ill show her for u ok . im cool just nworking n we trying to set up a video visit for u bro i wanna c u .she on tha phone now i think they sayin they dont have it but mom checkin wit somone eles now . but how long b 4 u home stud ? im waiting ?????u cool u get that \$ mom sent ? wanna write sum broads i know u cool on that but hey never enough !!!!!!!! lol im gettin it heavy out here as far as hoes go but not enough \$ bro . i finnaly popped tony off about that smoking weed it got bad for a hot sec but u know iwant tha best for him n he know it to ill holla at u more on that on tha phone . allah is steady blessin its slow but its going i aint had to do no major dirt so to me its all been a dream except my right hand aint here i really need u tane i cant figure this out i need a solid lick to put me on for tha \$ i need to get my

Watch Lists allow Fort Bend County Jail to flag for review all communications from designated individuals in your population and/or their friends and family. You may modify the Watch List at any time.

Emessaging Suspension: This feature allows you to stop all communications to any individual using the system. Pop-up notifications alert senders if they are suspended or if the intended recipient is suspended. Each suspension and reactivation action for an inmate is logged with staff name, date, and reason for the status change; suspensions may be modified at any time.

Inmate Access

Using a Securus Tablet or other device, an inmate can retrieve eMessages sent by friends and family. At log-in, there is an indicator that shows an eMessage is available and once opened, it clearly shows if there is a photo, eCard, or video attached. The inmate can reply to the sender by using a stamp they purchased using their Securus Debit Account, a stamp that was transferred to them, or a stamp that was paid for by the sender and attached to the incoming eMessage.

31.3.2 Commissary Ordering: The Respondent shall make available a Commissary Ordering Application. The Respondent shall create an agreement and integration with County commissary vendor to provide a functional application capable of performing full-function commissary ordering. County's current commissary vendor is Aramark. Agreement and integration shall be completed with no cost to County and shall be updated at no cost to County as commissary vendor changes occur.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our devices continue to be of great use even when telephone and video session hours have passed. Inmates can place commissary orders from the same devices they use to place a call or view the inmate handbook. We have multiple integration options to display a third-party vendor's application or integrate directly with your jail. Publishing a commissary application can have an immediate impact on your bottom line. We'll work with any willing commissary company to enable the access through our devices. We have active agreements with many commissary companies.

Benefits

- Eliminate the need to have multiple types of inmate terminals or kiosks
- Increase efficiency by automating the commissary ordering process
- Maintain control of the integration and ensure that inmates can't access unsecure
 IP addresses in the third-party application

31.3.3 Inmate Request Application: The Respondent shall make available an inmate request application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. System must provide the ability for multi-level routing that can be modified by County. Status tracking with dashboards and historical reporting capabilities must be available.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

With the Inmate Request application, inmates can request a visit by filling out a form on the inmate kiosk and choose to deliver a pre-populated message via text, voicemail, or email.

Securus Inmate Request Overview

Inmates access the Inmate Request application by selecting the application or by logging in to their inmate account using the general login option. Based on the configuration of the request options and the delivery types that are available to the facility, an inmate can select the following request options:

- Fund a prepaid account
- Request video visits
- Fund my commissary
- Fund Securus Debit
- Request a tablet
- eMessage Me

The requests can be delivered to family and friends by two configurable delivery options—sending it by email and/or text. An inmate can choose to send one or several requests to different contacts by email and/or text but will be limited to sending a total of 10 request a day. Each request option generates a boilerplate email and text message with unique links that instruct the end-user how to fulfill that request. An email or text message will only be sent if the contact is not on the blocked list for inmate telephones or video communication and has not opted out of receiving the inmate request messages.

Forms and Grievances Application on the Multi-Function Kiosk

The Forms and Grievances Application allows facilities to operate more efficiently and effectively by replacing manually processed paper forms from inmates with an end-to-end electronic workflow. It is a custom workflow tool that makes your grievance process completely paperless and allows your staff to process grievances easily. This application creates staff efficiencies and also saves your correctional facility money.

Functional Overview

The Forms and Grievances Application is used to process a wide variety of forms submitted by inmates. At a summary level, it performs these functions:

- Provides form creation and management tools to create and manage multiple form types, each with its own customized workflow
- Provides a user interface for inmates to
- View a list of available form types for completion
- Complete and submit a form type
- View a list of their submitted forms and their statuses
- View the resolution provided to a specific form and either Accept or Appeal the resolution
- Provides a user interface for facility staff to
- View forms awaiting their action
- Read and assign a form to another staff member for resolution
- Request more information from the inmate about a form
- Provide a resolution to a submitted form back to the inmate

- Establish velocity restrictions to limit form submission abuse
- Provides option to provide one or more Appeal levels to the workflow
- Provides staff supervisors ability to
- See reports of the volumes and progress of forms through the workflow
- See pie charts representing age of forms currently in the workflow
- Assign staff members to process specific forms
- Provides an audit trail of all staff actions and form responses in the workflow
- Provides storage and retention of all forms
- Secures access to forms to inmate and only staff assigned to form type

Forms Overview

The Forms and Grievances Application allows customers to emulate their existing paper forms in an electronic format. Examples of uses of forms include:

- General Grievance
- General Request
- Anonymous Grievance
- Request medications
- Request Law Library Access

Form Capabilities

Key form capabilities include:

- Fixed text labels for titles, labels, and instructions
- Text fields that are automatically filled from the NextGen SCP™ data. e.g., Custody Account Number
- Text fields entered by the inmate
- Text fields entered by facility staff that can be configured to be hidden or viewable by inmate
- Checkboxes
- Pre-formatted styles used to set the fields' location and format on the form
- Customizable graphic for facility logo at top of form
- Work-flow unique to the form type. A General Grievance could have a workflow with multiple Appeal Levels, while a request for Law Library Access could have no Appeal level.

Authenticated and Anonymous Forms

Forms are configured to be either Authenticated or Anonymous

Authenticated Forms

Authenticated Forms require an inmate to login (authenticate) prior to completing the form. The Grievance application attaches the inmate's identity to the form for the visibility of facility staff. As an option, inmates can be required to re-authenticate to submit forms. The re-authenticate option is set in Inmate Facing Device (IFD) Provisioning and applies to all authenticated forms.

Anonymous Forms

An "anonymous form" does not require the inmate to log in to the Forms and Grievances Application. The Forms and Grievances application does not attach the inmate's identity to the form to protect inmate from possible recrimination. Anonymous forms have no means by which the inmate may protest (escalate) the resolution of the form. Therefore, anonymous forms cannot have escalation levels.

Since anonymous forms have a simpler workflow than authenticated forms, they can be used as a lightweight processing of forms. Anonymous forms could be used to capture and process simple requests that do not need a response to be sent back to the inmate.

Because the Forms and Grievances Application does not track the identity of the inmate submitting an Anonymous form, the form can ask the inmate to provide their name and/or custody account number.

Anonymous forms can be accessed by Inmates whose PINs are inactive and are restricted from using the phone system.

Forms Processing Workflow

The Forms and Grievances Application provides a configurable workflow for processing inmate form submissions. It is based on a form workflow layer template that is configured for each level of each form type.

The workflow for Anonymous forms is a simpler subset of that for Authenticated forms since anonymous forms cannot be returned to the inmate.

The **Anonymous workflow** is:

- 1. The inmate accesses the Forms and Grievances Application.
- 2. The inmate selects an Anonymous form type, completes it, and submits it.
- 3. The form is routed to the Assigner who reviews and assigns the form to a Processor or Group of Processors. The assignment step can be automated if there is only one Processor for a form type

- 4. The Processor reviews the form and either
 - Assigns it to another Processor, or
 - Enters a resolution to the inmate request/grievance.

The **basic workflow** provided by the Forms and Grievances Application is:

- 1. The inmate accesses the Forms and Grievances Application.
- 2. The inmate selects a form type, then if not already logged in, is prompted to authenticate to the Forms and Grievances application.
- 3. inmate completes input fields of form and submits it.
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- a. The assignment step can be automated if there is only one Processor for the form type.
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 - Assigns it to another Processor
 - Requests more information from the inmate, or
 - Enters a resolution to the inmate request/grievance.
- 6. The form is routed back to the inmate for the them to
- a. Provide requested information, or
- b. Respond to the resolution provided. The inmate can
- i. Actively accept it
- ii. Passively accept it by doing nothing, or
- iii. Appeal it to the next level

Appeal Levels

One or more Appeal Levels can be configured for each form. Simple requests typically do not have appeal levels configured. Formal grievance forms can have one or more appeal levels depending on the facility's existing grievance process. The Appeal Level workflow is like the initial (Level 0) workflow.

Velocity Restrictions per Form Type

Velocity restrictions limit the number of forms of a form type that an inmate can submit per an established time interval to minimize abuse. Once the limit has been reached, the application blocks the inmate from creating more forms of that type until the next time interval.

Form Categories

Form categories allows users to categorize the forms listed on the Forms and Grievance application. This allows those users who have many active forms to consolidate similar form types into categories that are shown to the inmate. This reduces the amount of scrolling required by the inmate to locate specific forms.

Auto Resolve Capability

Auto Resolve is a configuration that allows a form to resolve itself automatically if an inmate is released or transferred from the facility prior to the completion of the form. This prevents forms from stagnating while waiting for form updates from a released inmate.

Forms Tracking Widgets

Forms tracking widgets provide a graphical user interface of Forms data. Here, users can hover their mouse over the widget to view additional data points. Users may also click on the widget's graphical data to display those forms that comprise the visual graphic.

All communication made in this application shall be kept for the life of the contract and made available to County upon demand via a reporting tool. Application should allow for documents or pictures to be attached and displayed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Grievance records are not deleted and are kept for the life of your contract with Securus. At the end of the contract, you can download grievance information for storage and archive.

31.3.4 Inmate Grievance Application: The Respondent shall make available an inmate grievance application providing two-way communication capability between inmates and County staff. Both parties, inmate and County staff, shall have the ability to initiate communication through this application. The system must provide the ability for multi-level routing that can be modified by the County. Status tracking with dashboards and historical reporting capabilities must be available. All communication made in this application shall be kept for the life of the contract and made available to the County

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Form Categories

Form categories allows users to categorize the forms listed on the Forms and Grievance application. This allows those users who have many active forms to consolidate similar form types into categories that are shown to the inmate. This reduces the amount of scrolling required by the inmate to locate specific forms.

Auto Resolve Capability

Auto Resolve is a configuration that allows a form to resolve itself automatically if an inmate is released or transferred from the facility prior to the completion of the form. This prevents forms from stagnating while waiting for form updates from a released inmate.

Forms Tracking Widgets

Forms tracking widgets provide a graphical user interface of Forms data. Here, users can hover their mouse over the widget to view additional data points. Users may also click on the widget's graphical data to display those forms that comprise the visual graphic.

31.3.5 Law Library Application: The Respondent shall make available one or more law library applications approved by the County providing capability for inmates to research case law.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Facility Benefits

- Compliance to legal and mandatory requirements to provide inmates access to the courts (1977 Supreme Court Ruling; Bounds vs. Smith)
- Reduce or eliminate inmate complaints and litigation
- Always up-to-date information; automatic updates provided at no extra cost
- Free up staff time
- Easy and safe solution
- Eliminate the need for housing large book collections, additional hardware, network, or electrical equipment because the application rides on Securus' ConnectUs inmate platform
- Reduce costly and time-consuming inmate movement by hosting law library search resources in the housing units rather than escorting them to a physical library or terminal
- Receive turnkey service; Securus takes care of everything



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31.3.6 Document and Video Display Application: The Respondent should make available an application that can manage acceptance and viewing of standard document, image,

and video file types for view only. Document and Video Display Applications should provide the ability to initiate messages to users and manage acceptance upon viewing. The system must provide a reporting feature for all items managed by system. The system should have the ability to electronically scroll notifications or update information pertinent to day-to-day functions. This information should be easily modified or updated via a backend platform available to county staff.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Inmate Handbook Application



Benefits

- Reduces/eliminates printing/distribution costs
- Reduces staff workload distributing and replacing handbooks
- Provides instant, electronic updates to documents

A digital version of your inmate handbook can be accessed through The Inmate Handbook application. Inmates can access information without printing or distributing paper. Digital versions of other important documents can be available on our devices in addition to the Inmate Handbook.

Prison Rape Elimination Act (PREA)

The NextGen SCP allows inmates to anonymously report violations of PREA (Prison Rape Elimination Act), respond to special investigations, or provide miscellaneous information about criminal activity.

Investigators can set up any phone, voice mailbox, or answering machine to answer calls from informants without any indication in the calling services call detail reports, global lists, or to other inmates. It is a completely anonymous call with all information hidden from normal investigator views.

31.3.7 Inmate Mail Application: The Respondent shall make available an application that can integrate with one of the leading inmate mail and correspondence scanning vendors. If requested, the Respondent shall create an agreement and integration with said vendor to provide a functional application capable of performing full-function

inmate mail review and reporting. The application should allow the inmates to print their digitally stored mail after they have been released from the facility.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Digital Mail Center (DMC) converts physical mail by forwarding all inmate mail to a Securus-managed processing center where certified investigative staff open, scan and electronically send mail to the inmate recipient through inmate terminals and tablets at **no cost**. This will cut down on the amount of mail that needs to be processed thru your mail center. It cuts down on potential contraband from making its way into your facility. Mail is then uploaded to terminals/kiosks or to a tablet. Securus currently manages Ft Bend County's mail at our remote location.

Securus Managed- mail is sent to a Securus location for processing and



Securus does have the ability for inmates to get their mail upon release.

31.3.8 Multi-Language Capable: System should be multi-language capable across its various applications.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our platform can show applications in English, Spanish and French—allowing inmates to use the system in their preferred language and enhancing Fort Bend County Jail's support of non-English speaking inmates.

Inmates can change the display language by selecting the language icon. The system stores videos and documents in multiple languages, and then displays videos for only the language that is selected—so the applications on the screen dynamically change, based on content that is available for the selected language.

32.0 TECHNICAL SPECIFICATIONS (MONEY KIOSKS):

32.1 Money Kiosk service requirement: The system must be capable of providing monetary transaction acceptance of U.S. currency and credit/debit cards via a public kiosk in the Jail lobby and an inmate kiosk inside the Jail.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide Lobby and Booking/Intake Kiosks that are capable of providing monetary transaction acceptance of U.S. currency and credit/debit cards via a public kiosk in the Jail lobby and an inmate kiosk inside the Jail.

Securus is re-designing our lobby and booking kiosks and will deploy in 2024-2025 and will replace the current kiosks when available:

Booking Kiosk

Basic - Vault Kiosk

- *Requires customer PC/Monitor to run kiosk
- * Dual language English/Spanish
- * Single Coin
- * Single Bill acceptor
- * Card Swipe Credit Card/Debit Card
- * Holds 1200 bills
- * Outside lock entry

Med Model – Desktop Kiosk

* Touch screen

* Dual language – English/Spanish

* Single Coin

* Single Bill acceptor

* Card Swipe – Credit Card/Debit Card

* Holds 1200 bills

* Outside lock entry



<u>High-end Model – Standalone</u>

- * Touch screen
- * Dual language English/Spanish
 - * Multi Coin acceptor
 - * Multi-Bill acceptor
- * Card Swipe Credit Card/Debit Card
 - * Holds 1200 bills
 - * Outside lock entry
- * Inside combination lock access to cashbox

Note: Demo pic shows with single coin / Single bill



Lobby KIOSK - Shown as Single Bill /Single Coin [Support Single or Multi (Bill/Coin)]

- * Touch screen
 - ** Camera
- * Dual language English/Spanish
 - * Multi/Single Coin acceptor
 - * Multi/Single Bill acceptor
- * Card Swipe Credit Card/Debit Card

Securus Technologies

* Holds 1200 bills

- * Outside lock entry
- * Inside combination lock access to cashbox

Features for the current model:

Securus will provide Lobby and Booking/Intake Kiosks that are capable of providing monetary transaction acceptance of U.S. currency and credit/debit cards via a public kiosk in the Jail lobby and an inmate kiosk inside the Jail.

The Securus Lobby and Booking Kiosks accommodates this segment while eliminating the necessity of staffing and operating a traditional cash window. With a modern touchscreen interface and the ability to accept both credit/debit cards and cash, the Kiosks makes these transactions easier than ever.

FEATURES AND ADVANTAGES

- Accommodates phone and trust account funding eliminating the need to have multiple devices in your lobby
- Accepts credit cards, debit cards and cash
- Low- or no-cost installation and maintenance
- Remote monitoring to ensure optimal performance
- Securus cash pickups by bonded courier handled by Securus
- Provides printed receipts
- Fully automated system with user-friendly touchscreen reduces staff workload

32.2 Money Kiosk hardware requirements:

32.2.1 Suitable for inmate environment: The Respondent is to provide kiosks that are suitable for an inmate environment, meaning that kiosks are equipped with durable housings and reinforced cords of a length determined by County which may vary based on installation location, if applicable. Each kiosk is to be tamper-resistant. Equipment must not contain any external removable parts unless approved by the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The proprietary kiosk application has several layers of integrated security. Securus' Network Operations Center can remotely monitor and control kiosks as well as electronically transfer critical updates to the software. The kiosk itself is hardened and designed specifically for corrections environments.

Securus kiosks are designed for the Corrections industry. Kiosks are equipped with durable housing and reinforced cords of a length determined by Fort Bend County, which may vary based on installation location. Cord length will be dependent on what is market available.

Kiosks are tamper-resistant and do not contain external removable parts unless approved by Fort Bend County.

32.2.2 Jail lobby kiosks must accept bills in United States currency. Bill acceptor must be omnidirectional. Kiosks must reject and swiftly return all bills, which the system is unable to process. Kiosks must accept credit and debit card transactions. Kiosks must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. Kiosks must automatically print receipts for all transactions and may offer an option for email receipt.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

An automated, on-site payment solution for public-access areas: JPay Lobby Kiosks are a payment solution for friends and family to deposit funds to inmate trust and inmate house arrest accounts:

- Accepts cash and issues printed and email receipts
- Easy touch-screen technology

Lobby Kiosk

Eliminate money-handling and lobby cash windows: JPay Lobby Kiosks are an easy way to collect payments for court-ordered amounts and fees. Our lobby kiosks reduce your staffing requirements, minimize the need for cash on hand, and eliminate liability for cash collections.

The Lobby Kiosks accepts up to 1,000 bills in all denominations and detects counterfeit bills. All cash pickups and printer paper exchanges are performed by bonded couriers. JPay provides tracking and reporting on transactions. JPay Lobby Kiosks integrate with your banking software to fund accounts with automated FTP batched transfers on a transfer schedule agreed upon during implementation. Alternatively, if you choose to manually enter the deposit transactions in your banking software, JPay provides the reports you need for an efficient process.



Additional configuration options include:

- Print double receipt
- Auto-print receipts
- Reprint receipts

JPay works with the County to limit fraud on trust deposits typically with a default limit of \$300 per transaction with other rules and controls commonly applied to credit card transactions.

JPay's service is the best feature: 24x7x365 customer support, proactive monitoring by the Aventiv Network Operations Center with on-site maintenance when needed, and remote software updates.

LOBBY KIOSK TECHNICAL SPECIFICATIONS

- Computer—Dell Optiplex 5070 SFF, i3-9100, 4GB DDR4, 1TB HDD, Win 10 Pro
- Bill Acceptor—Mars AE2831 D10E Down Stacker
- Card Payment Device—ID Tech Magstripe CCR, Insert, 2 Track USB
- Enclosure—Benchmark Standard Enclosure
- Display—19" Posiflex Touchmonitor PCAP
- Input Device—Adesso Mini Trackball Keyboard
- Receipt Printer—TG2460H Full Printer Assembly
- Coin Sorter and Secure Cash Compartment

Adding Funds Made Easy

JPay offers friends and family members of inmates a wide variety of options to set up and transfer funds to inmate trust accounts:

- Call our customer service center and speak with a live operator
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Use our mobile app
- Visit one of more than 25,000 MoneyGram locations such as Walmart and CVS Pharmacy

FRIENDS AND FAMILY FUNDING OPTIONS

JPay Friends and Family Call Center

We're available so that you don't have to use staff time to answer questions on telephone account issues.

- Available 24 hours a day, seven days a week and 365 days a year
- Staffed with Aventiv employees
- Use automated telephone access or talk to a live agent
- Fund an account
 - Accept VISA®, Mastercard®, and Discover® (all options may not be available to all customers based on our risk management practices)
 - Manage account (e.g. open accounts, make or verify payments, confirm rates, manage account notifications, and get questions answered)

Website and Mobile App Access

For those who want to fund without interacting with a call center agent

- Create an account
- Mobile-friendly
- Fund an account
- Accept VISA®, Mastercard®, and Discover® (all options may not be available to all customers based on our risk management practices)
 - Manage account (e.g. open accounts, make or verify payments, confirm rates, manage account notifications, and get questions answered)

MoneyGram

• Fund at over 25,000 locations including Walmart and CVS Pharmacy locations

Lobby Kiosks

A funding source sent by friends and family members when they visit inmates.

Available in the agency's lobby

32.2.3 Two (2) Booking Kiosks: One Booking kiosk must accept bills and coins in United States currency. Bill acceptor must be omnidirectional. The kiosk must reject and swiftly return all bills and coins that the system is unable to process. The kiosk must accept credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no

cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

JPay will provide Fort Bend County with the requested Booking (intake) Kiosks. Reduce the time at booking and streamline your process: JPay Booking Kiosks provide an automated, on-site payment solution for inmate cash on hand at booking. Our booking kiosks are the same as our lobby kiosks but with different components and configurations installed.

Booking Kiosks

Touch-screen technology eliminates the need for Fort Bend County handling money: JPay Booking Kiosks collect cash—including bills and coins simultaneously—at booking for fast processing while rejecting any foreign objects. All funds are transferred to the inmate's trust or house arrest account.

Reduce staffing requirements, minimize the need for cash on hand, and eliminate liability for cash collections: All cash pickups and printer paper exchanges are performed by bonded couriers. JPay provides tracking and reporting on transactions.



In addition, JPay Booking Kiosks can print a receipt and, as an option, can be configured to accept credit card transactions (including VISA, Mastercard, and Discover cards). Additional configuration options include:

- Booking notification—At time of deposit, JPay Booking Kiosks give an inmate the option to send a scripted notification to a friend or family member to communicate that they have been incarcerated.
- Print double receipt—You may configure the JPay Booking Kiosks to automatically print two receipts so you can give a receipt to the inmate and include a receipt with the collected personal property.
- Auto-print receipts
- Reprint receipts

JPay's service is the best feature: 24x7x365 customer support, proactive monitoring by the Aventiv Network Operations Center with on-site maintenance when needed, and remote software updates.

BOOKING (INTAKE) KIOSK TECHNICAL SPECIFICATIONS

- Computer—Dell Optiplex 5070 SFF, i3-9100, 4GB DDR4, 1TB HDD, Win 10 Pro
- Bill Acceptor— MEI Advance SCXL6628RB Bill Acceptor, 2200 Note, Bulk Feed, Power Supply, USB
- Bill Acceptor—Mars AE2831 D10E Down Stacker, NRI V2 Pelicano Coin Validator
- Card Payment Device—ID Tech Magstripe CCR, Insert, 2 Track USB
- Enclosure—Benchmark Standard Enclosure
- Display—19" Posiflex Touchmonitor PCAP
- Input Device—Adesso Mini Trackball Keyboard
- Receipt Printer—TG2460H Full Printer Assembly
- Coin Sorter and Secure Cash Compartment

The second Booking Kiosk should accept only credit and debit card transactions. The kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to the County or other vendors. The kiosk must automatically print two receipts for all transactions

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The booking kiosks will be configured to accept only credit and debit card transactions. The kiosks will integrate with current and future (subject to testing and verification) money management software. The kiosk can be configured to print two receipts for all transactions.

32.3 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

32.3.1 United States Currency Transactions: The system must be capable of providing monetary transaction acceptance of U.S. currency. All kiosks shall interface with the

County's inmate trust fund management vendor at no cost to the County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus kiosks will be capable of providing monetary transaction acceptance of U.S. currency. All kiosks shall interface with the County's inmate trust fund management vendor at no cost to the County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.

32.3.2 Credit and Debit Card Transactions: The system must be capable of providing monetary transaction acceptance of credit and debit cards. All kiosks shall interface with County's inmate trust fund management vendor at no cost to County and funds shall credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus kiosks are capable of providing monetary transaction acceptance of credit and debit cards. All kiosks will interface with Fort Bend County's inmate trust fund management vendor at no cost to County and funds shall be credited immediately without holds. Funding limitations and fees shall be approved by the County and will not change without updated approval.

32.3.3 Kiosk Financial Platform: The kiosk financial platform must be able to receive JMS updates in near real-time speed so that any associated inmate financial accounts can also be created and available on demand.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The kiosk financial platform will e able to receive JMS updates in near real-time speed so that any associated inmate financial accounts can also be created and available on demand.

33.0 TECHNICAL SPECIFICATIONS (ALL SYSTEMS):

33.1 Minimum technical requirements: The following items outline the minimum specifications required. Respondents are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.1.1 Electronic Inmate Debit Payment Method: The system shall provide an option for inmates to pay for devices, features, and services themselves from their personal debit or trust accounts. Describe the system's capability of electronic debit funding that is integrated with the County's inmate banking or commissary system (inmate trust accounts).

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

We provide real time call control and processing with options for the Inmate to make a collect call or pay for the call from their personal Securus Debit Account. In addition, the Inmate can use a Securus "wallet" using our Securus Prepaid Debit Account that provides an integrated interface from which to purchase any of our services including phone, video, eMessaging, tablet media content, and future services.

Real-time phone service payment integration with a trust/commissary is an unnecessary complication in the call processing flow. It also limits your ability to offer services as every current and future service would need to be integrated between the two companies. There are also specific federal regulations that mandate how funding for phone services are handled which complicates any integration.

The Securus Debit Account function at your facility can be set up for a Maximum Debit Account Balance through a feature that your commissary vendor can use to prevent transfers into Securus Debit when the balance in the Debit Account reaches your required maximum fund balance. This allows the County to manage the risk of fraud by limiting the funds held.

We'll refund any remaining Securus Debit Account funds upon the Inmate's release through one of two options:

- Send the refund to a Western Union office convenient for the released individual.
- Send the fund balances back to Fort Bend County Jail or your authorized commissary/trust vendor for final disbursement.

33.1.2 Electronic Inmate Debit Funds Return Method: The system shall provide an option for inmates to receive funds back into their personal debit or trust accounts upon being released from custody. Describe the system's capability of returning electronic debit

funds that integrate with the County's inmate banking or commissary system (inmate trust accounts).

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus currently interfaces with Aramark so that any unused funds from the Securus debit account, will automatically be sent back to Aramark so that the site can provide one check for all unused funds.

Securus Debit is an easy way for an Inmate to prepay for Securus Communication Services including phone, Securus Video Connect, eMessaging, texts, and Tablet premium content. Securus manages and fully supports this service eliminating additional administrative burden to Fort Bend County Jail and your commissary partner. Securus handles all cash management and accounting relating to prepaid funds.

Refunds at Release

Since the funds belong to the Inmate, Securus makes it easy for the Inmate to receive the funds upon release. At Fort Bend County Jail direction, Securus will refund the Securus Debit account balance directly to Inmate via Western Union money transfer services or will remit funds to Fort Bend County Jail for disbursement through your release refund process.

33.1.3 Allowed Contact List: Respondents shall describe the system's capability to provide allowed contact lists to limit contacts to only those individuals listed on an inmate's approved contact list.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Personal Allowed Number (PAN) calling services feature in the NextGen SCP provides an approved calling list for each Inmate. The PAN restricts Inmate calling to only those numbers on their list. However, regardless of a PAN list, the system allows the Inmate to make attorney calls, or other allowed calls placed from the global allowed list.

The PAN feature allows administrators to associate a list with each Personal Identification Number (PIN) so that the Inmate can only make calls to those numbers specified on their list. Authorized personnel may also program telephones with specific call restrictions and call durations by PIN. After a number is restricted or blocked, calls to that number are prohibited until otherwise modified.

NextGen SCP can also assign a speed dial number to each PAN to further alleviate the problem of Inmates stealing or using other PINs/PANs. As with most NextGen SCP system features, authorized personnel can make these changes from any location at any time.

Securus built the PAN feature with the awareness that each facility has unique needs for implementing allowed calling lists. Like all other features of NextGen SCP, the PAN lists can

be administered manually, automatically, or by importing through E-Imports. The PAN configuration options include:

- Auto Pan: Allows the first "X" numbers (defined by Fort Bend County Jail) to be added to the Inmate's PAN list automatically. The quantity of numbers allowed is configurable. This is the most popular method of PAN administration. Numbers are loaded immediately without the intervention of staff, maximizing revenue potential.
- Inmate Managed PAN: Allows Inmates to manage their list, including adding a new number, removing a number, checking the status of a phone number, or hearing the phone numbers on their list. When an Inmate adds a phone number to their list, the automated system conducts a real time billing name and address (BNA) lookup on the phone number. If NextGen SCP finds a valid BNA, it will call the phone number and ask the called party to accept being on the specific Inmate's PAN list. No staff time is required to administer this process. With the extra step of validation, the County has maximum control of each added number.
- Manual PAN Entry: Authorized facility personnel can accept calling lists from Inmates, verify the phone numbers, and enter them into the calling services user interface. This form of PAN administration allows a hands-on approach to approval and control of each number added to an Inmate's allowed number list.
- PANs by System Integration: NextGen SCP allows for the importing of PAN entries through our E-Imports application to add, create relationships, and deactivate numbers. There is no staff time required to administer this process. This is a specialized form of PAN administration, based on specific integration requirements of a facility.

33.1.4 Inmate Personal Identification Number (PIN): All Respondent provided systems must have an integrated PIN assignment and management function that allows any or all inmates to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all devices for successful usage. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls. The proposed system shall provide the ability for inmates to self-manage their PIN by changing it at any time or as often as necessary. Describe the system's capability of permitting inmates the ability to self-manage their own PIN.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The calling service allows inmate s to record their name, associated with their custody account and Personal Identification Number (PIN), for reuse on phone calls. The recorded name is then played on all calls the inmate makes with their PIN. If PINs are not required, the system will ask the inmate to state their name on each call, with the recording then

played to the called party. A corresponding pre-recorded inmate name is always played to the called party when announcing the call.

For maximum flexibility, this function is configurable and allows correctional facilities to turn on or off the use of pre-recorded names per inmate, facility, and customer level. A pre-recorded name may also be reset, forcing the inmate to record their name again.

Change PIN App

The Securus Change PIN Application allows an inmate to update their PIN using their Securus Unity Tablet. Once updated by the inmate in the App, the PIN automatically updates across our systems so that it is effective for all Securus activities, e.g., tablet log-in, phone calls, media transactions.

The Aramark inpod kiosks, allow the inmate to change their PIN at any time. Once the PIN is changed, Aramark sends the new PIN information to the Securus platform.

33.1.5 PIN Control and Suspension: The system must allow an authorized person to add, change, or suspend an inmate's system usage privileges by altering settings associated with the inmate's PIN. Such changes shall be implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system must have the capability to automatically reactivate the inmate's system usage privileges and assigned restrictions after a user-specified date.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

For maximum flexibility, each Inmate telephone is programmed for personal identification number (PIN) or non-PIN operation. For example, a facility may allow PIN operation in maximum security or long-term areas, while allowing an "all calls" option in overnight, work release, or trustee areas. The calling service has no limit or restrictions on the number of PIN or non-PIN Inmate telephones operating at the facility.

PINs provide an audit trail of the Inmate who placed each specific call. PINs also allow the facility increased control over which Inmates can call which numbers.

Each Inmate is assigned a unique PIN, ranging anywhere from 4 to 16 digits, creating up to 9 billion PIN combinations.

Facilities can choose one of the following three primary modes to a single phone or group of phones in a facility:

- Mode 1, Open PIN
- Mode 2, Open PIN with Restrictions
- Mode 3, Closed PIN

To relieve burden on Fort Bend County Jail personnel, Securus' E-Imports automatically manages PINs.

Mode 1, Open PIN

This is the basic mode of operations and the easiest to administer. Each Inmate is assigned a unique PIN to make a phone call or participate in a video session. There are no individual phone number restrictions or calling lists in this mode. NextGen SCP applies global system calling restrictions to every call.

Mode 2, Open PIN with Restrictions

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

Mode 3. Closed PIN

Mode 3 provides the most restrictive calling privileges and requires the most administration of the three modes. Each Inmate registers telephone numbers on their calling list. The total number of destination numbers available is unlimited. The facility determines the maximum number of telephone numbers each Inmate can register. Telephone number registration includes the number, name of the called party, and their relationship to the Inmate. The telephone numbers that each Inmate registers are associated with the Inmate's PIN and reside in the system. Only that PIN may validate calls to those numbers.

Updating calling lists is a continuous process as Inmates are booked into, or released from the facility, or as Inmates request changes to their calling lists. This type of control is recommended only for facilities with a low rate of Inmate population turnover, or where such extreme security measures are needed.

Note that in a Closed PIN environment, the facility may choose to make certain telephone numbers commonly available to all Inmates. The common numbers may be assigned global or facility accounts.

33.1.6 Individual Contacts Per PIN: The system shall have the ability to assign a limited number of allowable individual contacts per PIN. The system should have the ability to record in a self-learning mode, contacts to be added to the inmate's PIN.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Mode 3 of the PIN options, provide the most restrictive calling privileges and requires the most administration of the three modes. Each Inmate registers telephone numbers on

their calling list. The total number of destination numbers available is unlimited. The facility determines the maximum number of telephone numbers each Inmate can register. Telephone number registration includes the number, name of the called party, and their relationship to the Inmate. The telephone numbers that each Inmate registers are associated with the Inmate's PIN and reside in the system. Only that PIN may validate calls to those numbers.

Note that in a Closed PIN environment, the facility may choose to make certain telephone numbers commonly available to all Inmates. The common numbers may be assigned global or facility accounts.

33.1.7 Contact Processing/Blocking System: The contact processing/blocking system controller shall be external from the phone. The contact processing/blocking system controller shall be centralized for all facilities to allow inmates to move to another facility without having to re-enter information.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.1.8 Uninterruptible Power Source: An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system. `

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP™ is a fully self-contained digital switching system and requires minimal AC power. If local power fails, the uninterruptible power supply (UPS) maintains system power and operations, including recording and network services, for a minimum of 15 minutes. The UPS eliminates spikes, sags, surges, transients, and all other over/under voltage and frequency conditions, providing clean power to connected critical loads.

If there is a local power failure, all calls and video sessions should have time to complete. The Integrated Access Device (IAD)s and UPS maintain all in-progress calls and video sessions for up to 30 minutes while blocking additional call or video attempts after the event. After 30 minutes, the system terminates all communication in progress and powers down to a quiescent state so that the system automatically resumes full operation after the restoration of commercial power.

33.1.9 System Failure Device Disconnection: If the system fails, all inmate communication devices must be automatically disconnected.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

If there is a local power failure, all calls and video sessions should have time to complete. The Integrated Access Device (IAD)s and UPS maintain all in-progress calls and video sessions for up to 30 minutes while blocking additional call or video attempts after the event. After 30 minutes, the system terminates all communication in progress and powers down to a quiescent state so that the system automatically resumes full operation after the restoration of commercial power.

33.1.10 English and Spanish System Capability: The system must be capable of communicating to English and Spanish speaking inmates. There shall be instructions provided in English and Spanish on each inmate device. System prompts, warnings and messages must be available in English and Spanish. The Respondent must describe how this will be accomplished with the proposed inmate devices. If needed, additional languages must be available at no cost to the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus automated operator uses clear, concise, professionally recorded voice prompts to assist the Inmate through the calling process. By default, the Securus calling service offers language prompts in both English and Spanish. Securus can provide additional languages on request. The NextGen SCP™ can be configured to provide prompts in as many as nine languages.

After the language prompts are configured in the calling service system, Inmates select their language choice at the beginning of the call process by dialing a single digit. During call acceptance, the called party receives the acceptance instructions in English first, followed by an option to continue in the language selected by the Inmate. This fraud deterrent feature eliminates Inmate attempts to confuse called parties with a language they do not understand.

Securus also provides durable printed dialing instructions at each Inmate telephone location in English, Spanish, and any other languages specified by the County. As a security measure, Securus will use materials and techniques appropriate for the corrections environment that explains the process in a clearly defined and easy to read manner.

AVAILABLE LANGUAGES SUPPORTED ON NEXTGEN SCP™

- English
- Bengali
- French
- Haitian Creole
- Hmong

- Italian
- Korean
- Mandarin
- Navajo
- Polish

- Portuguese
- Russian
- Somali
- Spanish
- Vietnamese

The SVC system presents notifications to the inmate and end user in English and Spanish, depending on the language selected by the inmate.

33.1.11 Remote Diagnostics. Programming, Polling and System Alarm Reporting: The system shall support remote diagnostics, programming, polling, and system alarm reporting directly to the Respondent, with the ability of notification to County of any alarm reporting issues.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

We continuously monitor all data centers, infrastructure components, platform systems, and communications services using a suite of network performance monitors. The performance monitors are highly configurable to provide real-time monitoring, event notification, alert history, and statistical information. An alarm condition creates immediate visual alerts and email notifications.

The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems, including the NextGen SCP, network, back-office systems, and data centers. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. In addition to system and network-level monitoring, the NOC also monitors real-time video surveillance and environmental alerts for our data centers. Securus maintains a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.

Securus Primary Network Operations Center



Securus Network Operations Center



Premise Equipment

The Securus Technical Support team provides 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including Integrated Access Devices (IADs), Visitation Phone Monitoring (VPM) units, switches, and Uninterrupted Power Supply (UPS) systems. The systems are polled every two minutes to ensure proper operation, and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, Securus will open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, a Securus Field Technician is dispatched to the facility for on-site repair.

In addition to real-time monitoring and alerting, Securus Technical Support also leverages the network performance monitor to gather and evaluate historical data for network alerts,

bandwidth usage, packet loss, and hardware performance. The detailed level of monitoring available via our network performance monitor allows the Technical Support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

Infrastructure Inspections

System Administrators make scheduled inspections of all systems and routinely perform preventive maintenance and software enhancements as directed by a Production Change Control steering group. In addition, Securus change control practices have been reviewed and are compliant with PCI DSS and our Internal Controls for Financial Reporting.

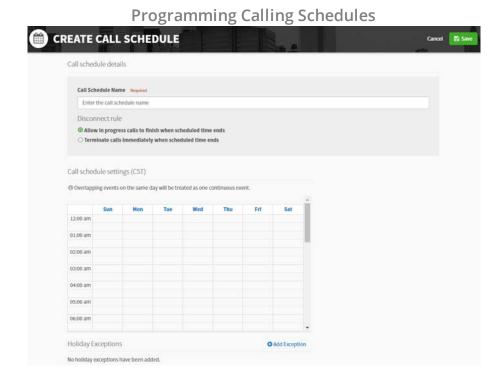
33.1.12 Programmable Contact Length: The system shall support a programmable maximum allowed contact time length (example: 15 minute calls, 30 minute visits, etc.) with time remaining warning message audible and/or visible to both parties prior to contact termination. The maximum allowed contact length shall be programmable by inmate, phone, phone number dialed, housing unit, and facility as a whole. The proposed Inmate Technology System must also have the ability to support different maximum allowable contact lengths for inmate contacts, including calls made with the assistance of a TTY/TDD/VRS device.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP calling service has an automated calling schedules feature that allows the system to enforce the scheduling policies of the facility without staff intervention. Calling schedules are used to turn on and off the phones during designated times throughout the day or night.

Calling schedules are flexible and configurable allowing the facility to have multiple on and off times during the day, within a week and by day of the week and then be applied to individual telephones, groups of telephones, individual Inmates and/or globally.

Also, holiday overrides can be preset to accommodate anticipated exceptions to the set schedule.



Programmable calling schedules are responsive to and overridden by both the manual cutoff switches located within the facility and the Call Settings Disconnect Rule.

SECURUS CALL TERMINATION WARNING

The Securus call termination warning provides the Inmate and the called party notifications of call termination by voice prompt one minute before the end of the pre-programmed call time limit. All call records contain a reason for termination code indicating why each call ended. Examples of termination warnings are:

- "You have one minute remaining on your call"
- "Your call is being terminated because you have exceeded the maximum duration for this call"
- "The person you called has hung up. Goodbye."
- "Your call was answered but positive acceptance was not received from the called party possibly indicating an answering machine. Goodbye."
- "The number you called is busy. Please try again later. Goodbye."
- "The number you dialed was not answered. Goodbye."
- "No third party calls are allowed. This call is being terminated."
- "Your PIN is inactive. Please hang-up and try your call again at a later time."
- "Thank you for using Securus."
- "No calls are allowed at this time. Goodbye."

- "Your call was not accepted. Goodbye."
- "You have entered an invalid response, please hang up and try your call again. Goodbye."
- "Your allowed numbers list is full. Goodbye."
- "The number you dialed is not on your approved calling list. Goodbye."
- "This call is being terminated by the facility. Goodbye."
- "The prepaid account balance is lower than needed to place this call."
- "You do not have sufficient funds to continue this call. Please hang-up and try your call again at a later time."
- "Please hang-up and try your call again at a later time."
- "That is not a valid mail box id. Thank you for using {product name}. [example: the Crime Tip System]."
- "The number you dialed is blocked from receiving collect calls at this time. Goodbye."
- "The number you dialed is blocked from receiving calls at this time."
- "Your account has been suspended. Goodbye."
- "That number is restricted. Goodbye."
- "The number you dialed was not answered. Goodbye."
- "You have entered an invalid telephone number."
- "Your PIN is not authorized for use at this facility."
- "That is not a valid PIN number. Your account information cannot be verified at this time. Please hang-up and try your call again at a later time."
- "You have reached your maximum number of calls allowed."

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP can be used to set a maximum time limit for any or all calls related to either an individual PIN or all PINs. The calling service will then automatically manage all imposed durations, reducing the workload for facility personnel.

The system gives the Inmate a verbal announcement one minute prior to end of their call and then enforces the facility policy with a hard stop.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Incarcerated Scheduled Video Connect (ISVC) expands the capabilities of SVC. An inmate uses ISVC for scheduling using the Scheduling App on a Securus device and efficient payment using their Securus Debit Account.

The Scheduling App is separate from the SVC App, allowing an inmate to schedule sessions notwithstanding SVC session hours. The Scheduling App also shows the Securus Debit

Account balance so an inmate knows if enough funds are available without having to navigate to other places.

Sessions may be scheduled with any facility approved video guest and if a video session is scheduled with someone not yet approved, the inmate will get an alert that a video session cannot be scheduled at this time and the proposed video guest will get an email notification with instructions on how to register.

This facilitates communication in the future. After the video guest is chosen, the system shows options for the duration, date, and time of the session, and will ask the inmate to acknowledge the terms and conditions. After the inmate successfully schedules a video session, the video guest receives an email with the session details.

33.1.13 Programmable Inmate Access: The system shall support a programmable inmate access based on location, time, date, and day of week. This access shall be programmable by inmate, unit, destination phone number, housing unit, facility, and by the system as a whole. System must limit an inmate's ability to use system to certain units or groups of units. Additional holiday settings shall be available to allow alternate scheduling of device usage for specific holidays.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP calling service has an automated calling schedules feature that allows the system to enforce the scheduling policies of the facility without staff intervention. Calling schedules are used to turn on and off the phones during designated times throughout the day or night.

Calling schedules are flexible and configurable allowing the facility to have multiple on and off times during the day, within a week and by day of the week and then be applied to individual telephones, groups of telephones, individual Inmates and/or globally.

Also, holiday overrides can be preset to accommodate anticipated exceptions to the set schedule.

Programming Calling Schedules CREATE CALL SCHEDULE Cancel 🖺 Save Call schedule details Call Schedule Name Require Enter the call schedule name Disconnect rule Allow in progress calls to finish when scheduled time ends Call schedule settings (CST) Overlapping events on the same day will be treated as one continuous event. 01:00 am 02:00 am .03:00 am 06:00 am Holiday Exceptions O Add Exception No holiday exceptions have been added.

Programmable calling schedules are responsive to and overridden by both the manual cutoff switches located within the facility and the Call Settings Disconnect Rule.

33.1.14 Programmable On/Off Service: The system shall support a daily programmable on/off service by individual device, a group of devices, or by destination number and shall have the ability to shut down all or some of the devices from the system workstation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP calling service has an automated calling schedules feature that allows the system to enforce the scheduling policies of the facility without staff intervention. Calling schedules are used to turn on and off the phones during designated times throughout the day or night.

Calling schedules are flexible and configurable allowing the facility to have multiple on and off times during the day, within a week and by day of the week and then be applied to individual telephones, groups of telephones, individual Inmates and/or globally.

Also, holiday overrides can be preset to accommodate anticipated exceptions to the set schedule.

Programming Calling Schedules CREATE CALL SCHEDULE Cancel 🖺 Save Call schedule details Call Schedule Name Require Enter the call schedule name Disconnect rule Allow in progress calls to finish when scheduled time ends Call schedule settings (CST) Overlapping events on the same day will be treated as one continuous event 01:00 am 02:00 am .03:00 am 06:00 am Holiday Exceptions O Add Exception No holiday exceptions have been added.

Programmable calling schedules are responsive to and overridden by both the manual cutoff switches located within the facility and the Call Settings Disconnect Rule.

33.1.15 Manual On/Off Switch: A manual on/off switch for each device shall be located in a secured office or area specified by County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

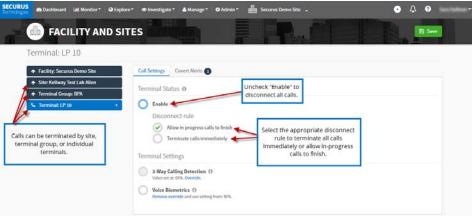
Fort Bend County Jail users can disable telephone use at any time of day through manual intervention or preset calling schedules.

A "manual" on/off switch is not required given the functionality can be done directly from the NextGen platform.

NextGen SCP allows authorized users to disable a telephone, group of telephones, or all facility phones using any personal computer or mobile device with access to the internet. This capability is available anytime, from anywhere, **24x7x365**.

This function allows authorized users to disconnect all calls immediately or allow current calls to finish while not allowing any new calls.

Disabling Telephones



33.1.16 On-Site PC Administration Workstation: The system shall include at each facility at least five (5) on-site personal computer workstations at each site that provides: an access program to the system's centralized controls and databases, speakers for real-time monitoring and replay of recorded conversations, a DVDRW drive for transfer of contact data and contact recordings to DVDs, and a compatible printer for contact data reporting. The on-site administration PCs must exist only as a portal to the centralized control system, meaning that underlying system functionality and all services must operate

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide at least five (5) on-site personal computer workstations at each site, that meets or exceeds the identified requirements if needed.

Because NextGen SCP is entirely web-based, authorized users can access the system at any time, from any location.

Secure, any time/anywhere access: To access the Securus NextGen SCP interface, your users will open a Chrome[™] browser and launch the URL:

https://ngscp.securustech.net/login. After entering a valid username and password, all integrated features are accessed with just the click of a mouse. Securus NextGen SCP™ is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.



33.1.17 On-Site PC Administration Software: System software must be security-level based and password protected. A system user who is properly authorized to perform different administrative tasks must be able to do so with a single log-in to the system. Describe the proposed system's password security system. The user interface software must provide County staff with the ability to control, monitor, and report inmate system usage. Describe common administrative tasks performed at the system workstation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP is a centralized, digital network that is accessed via the web by navigating to https://ngscp.securustech.net in the supported browser, Chrome.

The platform is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.

Enhanced security through strong passwords: Our password policy enhances access security by requiring strong passwords. Each user must authenticate with the appropriate credentials before using the system or activating communication.

Securus NextGen SCP Password Requirements

- 8-12 characters
- No spaces
- User first and last name prohibited
- At least three of the following:
- Upper case letter
- Lower case letter
- Number
- Special character

Regular password updates: NextGen SCP periodically requires the user to change their password; passwords may be configured by location, days to expire, and the number of password cycles before password reuse. Additional configuration options include reminders for password expiration and minutes of allowable inactivity before session timeout.

Password recovery: NextGen SCP has a feature for password recovery that is easy to use without involving a facility administrator. "Forgot Your Password?" appears on the login screen and, with a click, users access online support for recovering or updating a password prior to expiration. System security requires users to provide the correct answers to preset questions prior to a password reset. After a new password is created, NextGen SCP emails confirmation to the address linked to the user ID.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Administrative Tasks

The NextGen SCP® retains communication detail records on all communication attempts and events. Authorized users can run reports to spot call/video trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

Fort Bend County Jail users can customize reports by changing search criteria such as date, time, inmate identifier, dialed number (calls), visitor contact number (video session), destination, termination reason, and much more.

The following steps show the ease of producing valuable, customized reports:

- 13. Verify that the correct "Facility" and "Site" levels are selected or make changes as necessary. (This setting allows you to select the facilities, sites, phone groups, or phones you want to search.)
- 14. Click the **Explore** menu.
- 15. Select **Communication Records**. Also, Fort Bend County Jail users can select inmate **Activity**, **Covert Alerts**, **System Logs**, or **PAN Frequency** to generate reports within these categories.
- 16. Select the search criteria for a simple (dynamic) search or click the **Advanced Search** link to perform a more detailed search based on additional criteria.
- 17. Enter your search criteria in the appropriate fields and click **Search**.

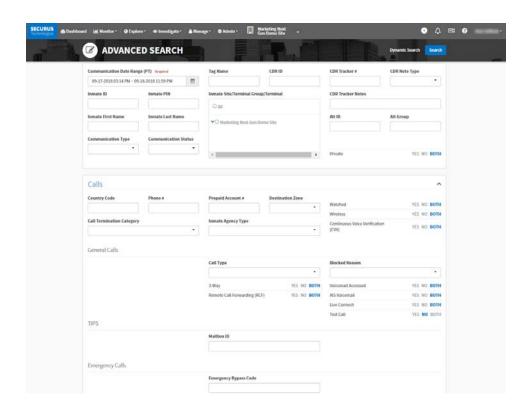
The records matching the search criteria appear. With a single click, the data can be exported to Excel, CSV (Comma Separated Values), or Adobe PDF format.

Authorized Fort Bend County Jail users can sort the results within the NextGen SCP user interface on the following criteria, while exporting a result to Excel allows the user to sort the results based on any of the communication event details.

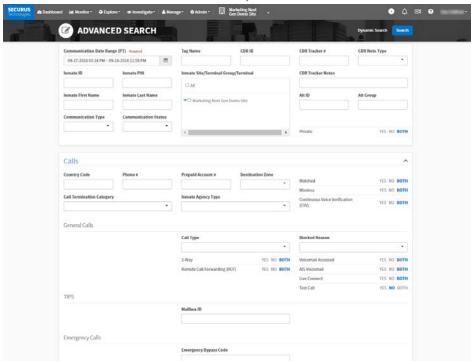
- Inmate Name (IS)
- Other Party
- Start Date/Time
- Duration

The resulting report can easily be saved, printed out, or emailed to others.

Advanced Search, Calls Section



Advanced Search, Video Section



33.1.18 Contact Detail Records: The system must generate a detailed contact record for every inmate contact attempt. All contact detail records must be collected and stored in real-time at a central, secure location with redundancy. All contact detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Identify trends, investigate suspicious activities, and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events. NextGen SCP has a report writer that provides investigative information based on the communication detail records. Fort Bend County Jail may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

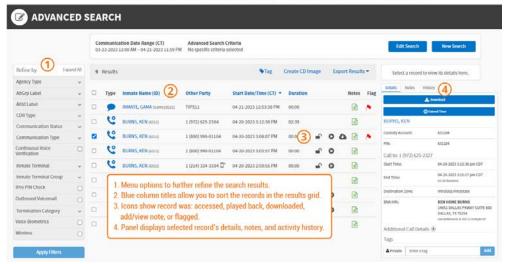
Custom and standard searches worth sharing: NextGen SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. Fort Bend County Jail also may create customized reports by changing search criteria. After search results are generated, you can sort based on communication event details. The data exports to Excel, CSV (Comma Separated Values), or Adobe PDF format and the files may then be saved, printed, or emailed to others.

NEXTGEN SCP™ REPORT CRITERIA FIELDS

- Broad Search with No Data Entry
- Call Type
- Communication Status (Complete/ Incomplete)
 Prepaid Account Number
- Communication Type (Calls/ Video)
- Continuous Voice Identification
- Date Range
- Destination Number (Partial/ Full Number)
- Destination Zone (Local, Interlata, Interstate, Intralata, International)
- Identifier (ID, PIN, Name)

- Number Restriction/ Status Assignment
- Phone or Terminal Location
- Suspected Fraudulent Call Activity
- Three-Way and Call Forwarding Detected
- Visitor and Visit Type (SVC)
- Visitor Contact Number
- · Visitor Identifier (ID, Name, Email)
- Watched Status
- Wireless Indicator

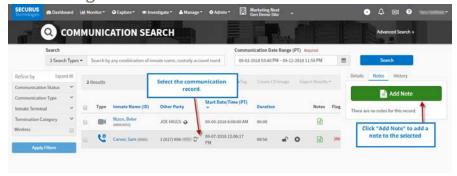
Communication Detail Record - Advance Search Results



SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP allows authorized users to add notes and tracking numbers to communication detail records associated with recordings. This feature is accessed via the notepad icon in the communication detail record. To any communication, you can add notes such as a tracking number, gang affiliation, and duration into the call. The note author chooses whether to share the note with other users or mark the note as private to their investigation. From the Notes tab on the communication detail record, users may view previous public notes associated with the communication.





Fort Bend County Jail can use the Advanced Search function to search for notes based on the CDR tracker number, note type (no notes, my private notes, or shared notes), or keywords—such as a gang affiliation—within the CDR tracker notes. As with every report in the NextGen SCP user interface, the results are exportable to Excel, PDF, or CSV.

REDUNDANT PROTECTION

Redundant protection against failures and disasters: Each communication detail record (CDR), call recording, and video session recording is stored using a mix of file, block, and object-based Storage Area Network (SAN) and Network Attached Storage (NAS) technologies at Securus Data Centers in Dallas and Atlanta. Redundancy of storage locations and storage using SAN/NAS technologies protects your data if there is a failure of an individual disk drive or a catastrophic event at one of our carrier-class Data Centers. In addition, all CDRs are backed up to tape at a third site, an additional layer of geographic redundancy. Traditional local facility-based storage systems are susceptible to local catastrophic events and disasters and require a manual backup program. Securus Data Centers and the Securus storage infrastructure is monitored and managed 24x7x365 by our Network Operations Center. Securus Data Centers provide a higher level of security for your data.

Unrivaled data resilience, scalability, and flexibility: The Securus storage infrastructure has more than seven petabytes of storage space in each carrier-class data center. When these very large storage systems approach designated thresholds, Securus expands capacity. We won't run out of room and there is no limit on your data storage. The architecture of the Securus storage infrastructure makes all storage available to all servers on the network. The SAN/NAS solution delivers complete scalability for a facility's storage requirements and supports data migration from one storage device to another and the sharing of data among different servers in a network.

Immediate online access to data anywhere at any time: Typically, communication records are stored for seven years, but Securus works with Fort Bend County Jail to define their optimal data retention policy. All data will be available until the earlier of the date the data retention policy date is reached or an agreed upon time after the contract terminates.

The combination of our Data Centers and storage infrastructure provides a communications platform that is designed to meet your storage needs.

- **Scalable** to meet your required storage demands
- Resistant to local disasters through redundant and offsite storage facilities
- **Highly available** through the unique architecture and storage model design
- Partitioned and compressed to run queries faster
- Secure, protected, and monitored for total recall of data

33.1.19 Contact Detail Reports: Contact Detail Reports should be available to the County on a real-time basis via the on-site PC workstation and using a secure online portal. The system must be capable of allowing the user to specify limiting parameters for contact

searches, such as a search for all contacts during a specified period of time, contacts initiated by a specific inmate, contacts to a specific destination, etc.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen Platform allows the user to search any number of criteria when pulling reports, including those listed in the question.

Each Contact Detail Report must provide at a minimum for each record returned the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

in the NextGen platform, every call whether complete or incomplete, will provide a CDR of that event. The call detail record will provide where the call was made, what phone/terminal it was made from, PIN, name of inmate, date, time, length of call, accepted or not, reason for termination and cost of the call.

Each Contact Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete contacts.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Each Contact Detail Report must provide a summary of the total revenue and total minutes for all contacts in the report.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Within the Contact Detail Report, the PIN number must provide the inmates name if listed in the PIN database.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Within the Contact Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Within the Contact Detail Report, attempted three-way calls must be flagged for visual identification.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Identify trends, investigate suspicious activities, and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events. NextGen SCP has a report writer that provides investigative information based on the communication detail records. Fort Bend County Jail may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

Custom and standard searches worth sharing: NextGen SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. Fort Bend County Jail also may create customized reports by changing search criteria. After search results are generated, you can sort based on communication event details. The data exports to Excel, CSV (Comma Separated Values), or Adobe PDF format and the files may then be saved, printed, or emailed to others.

NEXTGEN SCP™ REPORT CRITERIA FIELDS

- Broad Search with No Data Entry
- Call Type
- Communication Status (Complete/ Incomplete)
 Prepaid Account Number
- Communication Type (Calls/ Video)
- Continuous Voice Identification
- Date Range
- Destination Number (Partial/ Full Number)
- Destination Zone (Local, Interlata, Interstate, Intralata, International)
- Identifier (ID, PIN, Name)

- Number Restriction/ Status Assignment
- Phone or Terminal Location
- Suspected Fraudulent Call Activity
- Three-Way and Call Forwarding Detected
- Visitor and Visit Type (SVC)
- Visitor Contact Number
- Visitor Identifier (ID, Name, Email)
- Watched Status
- Wireless Indicator

ADVANCED SEARCH Communication Date Range (CT) Advanced Search Criteria
03-23-2023 12:00 AM - 04-21-2023 11:59 PM No specific criteria selected Tag Create CD Image Export Results ▼ Agency Type Type Inmate Name (ID) 2 Other Party Start Date/Time (CT) * Duration AltGrp Label ▼ □ INMATE, GAMA (Gamiliozzi) TIPS11 04-21-2023 12:53:38 PM 00:00 BURNS, KEN (G11) BURNS, KEN (6311) 1 (800) 990-01104 04-20-2023 3:08:07 PM 00:03 🖈 O 🖎 🖹 \wedge Call to: 1 (972) 625-2327 1 (214) 334-3304 🖟 04-20-2023 2:59:56 PM 00:00 🖈 🐧 URNS, KEN (6311) Inmate Terminal Menu options to further refine the search results.
 Blue column titles allow you to sort the records in the results grid. IPro PIN Check 3. Icons show record was: accessed, played back, downloaded, add/view note, or flagged. add/view note, or flagged.

4. Panel displays selected record's details, notes, and activity history.

Communication Detail Record - Advance Search Results

Securus Calling Service offers a robust three-way call prevention system that was designed and patented by Securus. Independent tests proved and certified the effectiveness of the Securus three-way call detection feature. Securus can provide demonstrations of our industry-leading feature and its effectiveness tests if scheduled by Fort Bend County Jail.

Detecting and preventing three-way or conference calls is a very important aspect of an Inmate calling service. Securus Calling Service three-way call prevention is more advanced than traditional systems. It makes it extremely difficult to enlist the aid of an outside accomplice to conference them, via three-way calling, to an unrestricted line to bypass system controls. Our system blocks access to the outside world.

Gain investigative intelligence and stop revenue-leakage from calls that should not be connected: Fort Bend County Jail may configure the system so that when a three-way call is detected either (i) the call is immediately disconnected with a message to both parties and a note in the call record, or (ii) the call will continue but a note will be added to the call record. Fort Bend County Jail may also configure the system to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our Covert Alert® feature calls an investigator at a designated phone number to offer real-time monitoring of a call to a watched number or a call that is placed by a watched inmate.

Covert Alert Overview

NextGen SCP®'s Covert Alert feature allows Fort Bend County Jail to assign a "Covert Alert" status to inmate PINs, phones, or dialed numbers. When a call with a Covert Alert status takes place, NextGen SCP connects it to an investigator's phone number in stealth mode, allowing real-time monitoring of the call.

Summary of Additional Covert Alert Features

- Covert Alert can send calls to multiple phone numbers simultaneously, allowing multiple investigators to monitor a call.
- Covert Alert can send calls to any phone number within the facility or across the United States.
- For extra security, Covert Alert can be configured to require a PIN to listen to the call. If activated, a customizable message will state, "This is a Covert Alert call from John Smith, an inmate at Fort Bend County Jail. To accept this Covert Alert call, please enter your investigator PIN now."
- Covert Alert can send E-mails to the investigator(s) with information about a Covert Alert call, including date, time, inmate PIN, originating telephone, and dialed number immediately after the called party accepts the call.
- Covert Alert mutes the investigator telephone, so the inmate and the called party are not alerted to call monitoring.
- Covert Alert can be configured to allow investigators to enter a predetermined code and "barge in" to the call to speak to both the inmate and called party.
- Covert Alert allows investigators to immediately disconnect a call.
- Covert Alert calls may be configured to be excluded from NextGen SCP Live Monitoring, restricting the monitoring of Covert Alert calls to only those investigators who are programmed to receive them.
- Covert Alert can be configured either to bridge the call to investigators before connection to the called party or upon called party acceptance.
- Authorized staff can run Covert Alert reports to view alerts triggered during a specified date and time range. Users can export results to Excel, PDF, and CSV file formats. Search criteria includes: "alertee" phone number (the investigator receiving the Covert Alert call), dialed phone number, inmate PIN, inmate first and last name, call termination category, call status, and date and time range of call.

COVERT ALERTS Search by Acrete Name, irreste Name, Called No., PR. Custody Account No. Termination Category Apply Filims Type Africe Rame Termination Category Purent Call Ended Private Called Road 19-11-2018 11:03-09-04 Purent Call Ended Purent Called Road 19-11-2018 11:03-09-04 Purent Call Ended Purent Called Road 19-11-2018 11:03-09-04 Purent Called Ended Purent Called Ended

Covert Alert Used with Other NextGen SCP Features

Covert Alert is an invaluable tool for investigators, allowing them to monitor live conversations of inmates and called parties from anywhere in the world while they are taking place. This feature can be used in conjunction with many other NextGen SCP features to enhance investigations. Examples include:

- Billing Name and Address Lookup Investigators can run a Covert Alert report in NextGen SCP and click on the dialed number to access a pop-up box providing the billing name and address of the dialed number. This turns a simple phone number into usable data. With simple mapping features, investigators can view the address on a map.
- Call Tracker Investigators can run a Covert Alert call and then add it to an
 investigation or case through Call Tracker. From there, staff can add a tracking
 number, gang affiliation, and any other notes to the call. Also, this feature allows
 authorized users to either keep the note private or selectively share the note with
 other users. Users can also view previous notes associated with the same call from
 the easy to use notes screen.
- Security Roles and System Logs Use Security Roles to customize Covert Alert security. Investigators can be authorized to view all reported Covert Alert events in NextGen SCP or only those forwarded to their phone numbers. Administrators can view and manage user activity of Covert Alert reports and recordings through user-friendly system logs.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP allows users to create almost limitless reporting. If customized reports are needed, we will provide them to Fort Bend County Jail at no charge except in those cases where the customized report would require a significant allocation of resources or material changes to Securus systems and procedures.

In the small number of instances where development is needed (e.g. capturing additional information from other systems), Securus will provide the development free of charge unless the request involves significant cost to Securus. In such cases Fort Bend County Jail will be given the option to pay for the additional services without markup.

33.1.20 Other Administrative and Investigative Reports: In addition to contact detail reports, the system must provide a variety of other administrative and investigative reports. When appropriate, the user must be able to limit the search to contact records that meet specified criteria. Describe the report capabilities of the proposed system and discuss the system's ability to provide the special types of reports listed below.

For specified periods of time, the desired reports should include, but not be limited to:

- Contact frequency reports by origination number, destination number, PIN, and trunk line ID.
- Report of all contacts made by more than one inmate.
- PIN report showing when and by whom the accounts were created and/or modified.
- Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number report that shows all contacts/attempts to numbers of special interest.
- Contact recording playback history report (showing when and who listened to a recording).
- Debit account information and transaction reports (if applicable).
- System activity and user log reports that include among others, a report of users who have downloaded and copied contacts to CD or other portable medium.
- Contact statistic report providing a numerical count of total completed contacts and total incomplete contacts with separate counts for contacts that did not complete because they were blocked, refused, not answered, or not completed due to another reason.

The system shall include the capability of translating and transcribing all phone and video visitations in as many languages as possible, but at a minimum be able to produce translation and transcription in English and Spanish.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Identify trends, investigate suspicious activities, and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events. NextGen SCP has a report writer that provides investigative information based on the communication detail records. Fort Bend County Jail may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

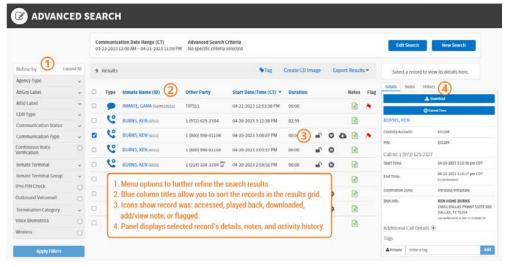
Custom and standard searches worth sharing: NextGen SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. Fort Bend County Jail also may create customized reports by changing search criteria. After search results are generated, you can sort based on communication event details. The data exports to Excel, CSV (Comma Separated Values), or Adobe PDF format and the files may then be saved, printed, or emailed to others.

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- Broad Search with No Data Entry
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- Identifier (ID, PIN, Name)

- Number Restriction/ Status Assignment
- Phone or Terminal Location
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- Three-Way and Call Forwarding Detected
- Visitor and Visit Type (SVC)
- Visitor Contact Number
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- Watched Status
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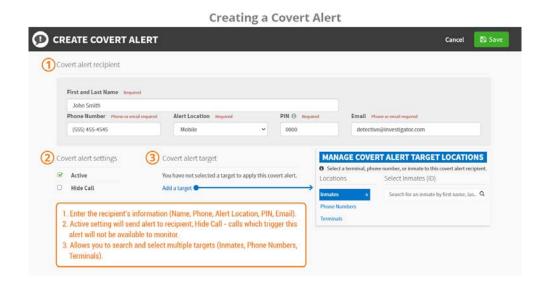
Communication Detail Record - Advance Search Results



SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP® includes the Covert Alert® feature to automatically forward a live call to an investigator at a designated phone number in listen-only mode to offer real-time monitoring of a call. Covert Alerts can be set for a to a specific phone number, from a specific inmate, or all calls from a specific terminal.

Covert Alerts are administered on the Admin>>Call Settings>>Covert Alerts page. In addition, Covert Alerts for specific inmate can be crafted and managed from the Inmate Activity page in addition to the Covert Alerts page under the Admin menu.



Covert Alert bridges a call to an authorized remote number for dialed numbers, phones, or inmate PINs that are under surveillance by investigators. The Covert Alert feature allows authorized personnel to monitor a call, from any location, while the call is in progress.

When a call is placed by an inmate, to a phone number or from a terminal that has a Covert Alert trigger, it is automatically sent to the designated investigator phone number(s) in stealth mode. A call can be sent to multiple numbers simultaneously allowing several investigators to listen to the call.

Investigate and monitor potential illicit activities, regardless of location: Covert Alert sends calls to any phone number within the facility or across the United States. Investigators can also monitor calls through on-site workstations using the NextGen SCP Monitor Activity page, or remote live call-forwarding feature.

Covert Alert can also be set to send an email to the investigator(s) with information about a Covert Alert call including date, time, inmate PIN, originating telephone, and dialed number immediately after the called party accepts the call. The following figure provides a sample alert.

util Verizon 🗢 10:02 AM 🗡 🗷 ■ SYSTEM: COVERT ALERT A covert alert has been triggered indicating a call has been placed from/to a From: SECURUS ALERT DO NOT REPLY@securustech.net [mailto:SECURUS ALERT DO NOT REPLY@securustech.ne CALL_PARTY. The detail nt: Wednesday, August 16, 2023 2:18 PM Phone #: 19722770503 Phone: LP 1086 A covert alert has been triggered indicating a call has been placed from/to a CALL_PARTY. The detail of Phone Group: General Phone #: 19725551212 Site Name: Securus Demo Phone: Princeton 4 Phone Group: General Inmate Name: Adam Site Name: Securus Demo Site Inmate Account #: 998899 Recorded: Y Inmate Account #: JEH8883 to S-GATE by logging on For more detail please go to S-GATE by logging on to curustech.net/SignonWeb/ This is an automated system generated message. Please do not reply. This is an automated system generated message. Please do not Text Message

Alert Notification

Additional Security Feature

For extra security, Covert Alert can be configured to require a PIN to listen to the call. If activated, a customizable message will state, "This is a Covert Alert call from John Smith, an inmate at Fort Bend County Jail. To accept this Covert Alert call, please enter your investigator PIN now."

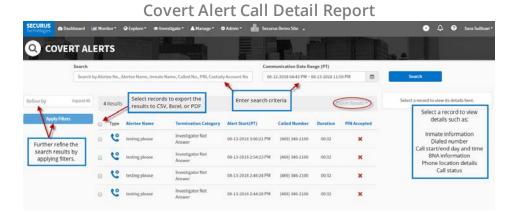
"Barge In"

While on the Covert Alert call, the investigator can terminate the call by pressing a predetermined code. Covert Alert also allows investigators to enter a code and interrupt the call to speak to both the inmate and called party.

This "Barge In" feature is available through both Covert Alert and on calls forwarded from NextGen SCP Monitor Calls page.

Covert Alert Call Detail Record Report

The Covert Alert Call Detail Record Report provides comprehensive detail regarding the call and allows authorized users to search for calls that triggered a Covert Alert.



SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Log Fort Bend County Jail **user activities for investigative purposes:** The NextGen SCP audit and tracking feature can be accessed by specified site administrators only or by site personnel with authorized security credentials. NextGen SCP gives you 24x7x365 access to all systems including reporting functions, recordings, live call/video session monitoring, and all configuration settings.

Securus NextGen SCP Audit and Tracking Feature Logs Activity

- System access, such as user log in time and user activity duration
- Recording access, such as recording playback and associated user
- Communication activity

- Searches
- Webpage visits
- Data change, such as changes to personal allowed number (PAN) lists, custody accounts, global list entries, and security permissions

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus Debit is an easy way for an Inmate to prepay for Securus Communication Services including phone, Securus Video Connect, eMessaging, texts, and Tablet premium content. Securus manages and fully supports this service eliminating additional administrative burden to Fort Bend County Jail and your commissary partner. Securus handles all cash management and accounting relating to prepaid funds.

Streamlined Integration

The Securus Implementation Team will integrate with your commissary or trust provider, provide marketing materials to promote Securus Debit to your population and their friends and families, and install call prompts for easy funding. In addition, each existing Inmate will be set up with an account at the time of implementation. Future Inmates will get an account at booking.

Easy Funding

An Inmate transfers funds to their Securus Debit Account through automated trust transfers via the Securus secure server from their commissary account via phone, form, or kiosk. Funding options include credit/debit card, USPS, onsite kiosk, and money transfer such as Western Union and MoneyGram. Securus Debit eliminates the need for friends and family to set up separate accounts. The Securus Debit Account immediately reflects the increased balance and all funds transferred to the Securus Debit Account are owned by the Inmate. Although the Inmate immediately is authorized to spend the amount transferred, Securus invoices your trust or commissary once a week for actual fund transfer.

There is no transaction fee charged for an Inmate's transfer. Friends and family may deposit funds to a Securus Debit Account via the Securus website (www.securustech.net), Mobile Apps (IOS and Android), and by phone using Securus Automated Information Services™ (our interactive voice response system) or Securus Customer Support Agents. There is a transaction fee charged for friends and family funding payments.

Control Over Maximum Balances

The Max Debit Account Balance feature provides Fort Bend County Jail control over the maximum balance an Inmate can have in their Securus Debit account. This control provided in two ways:

• Fort Bend County Jail's commissary/trust provider controls the transfer transactions from their system and can prevent deposits into the Securus Debit Account.

- Securus can provide the Debit Account Balance API call to the commissary/trust provider upon request.
- Securus controls the family and friends electronic deposits into the Securus Debit Account.

Cash receipts and accounting adjustments are always allowed but are flagged if max balance is exceeded.

Increased Commissions

By expanding funding opportunities to friends and family, Securus exponentially expands the potential revenue and Fort Bend County Jail commissions.

Refunds at Release

Since the funds belong to the Inmate, Securus makes it easy for the Inmate to receive the funds upon release. At Fort Bend County Jail direction, Securus will refund the Securus Debit account balance directly to Inmate via Western Union money transfer services or will remit funds to Fort Bend County Jail for disbursement through your release refund process.

Reporting

The NextGen SCP user interface makes it easy to generate detailed reports that allow specific search functionality on phone time, eMessaging stamps, texts, video sessions, and tablet media content such as music, fames, and movies. The required user PIN creates an audit trail that aids in investigations. Fort Bend County Jail view real time Securus Debit balances, query transactions for a designated period an Inmate, for all Inmates within a facility, or for all facilities, and may query communication detail records by specific criteria. This reporting tool is a time saver and aids in debit balance-related investigations.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Word Alert™ is a powerful speech-to-text transcription and keyword search tool for corrections agency investigators. It automatically transcribes all telephone calls and Securus Video Connect (SVC) video sessions to text. Investigators can search the transcripts and Securus Text Connect (STC) text messages for words and phrases either interactively or by setting up automated, continuous scans that send them alerts when matches occur.

Save time and get targeted leads: Word Alert helps investigators quickly identify the communications most likely to have investigative value:

- Search for words and phrases interactively or by setting up automated, continuous scans with email or SMS notifications when matches occur
- Skim a transcript or text message conversation or jump to matching search terms rather than listening to the whole call or session
- Get an English translation of a non-English transcript

 Uncover individuals who are talking about topics of investigative interest— Intelligent analytics reveal topics now being talked about in the facility more than in the past, uncovering problems before investigators know to look for them.

Word Alert is a Securus solution and Securus manages the solution roadmap. It is integrated with the Securus NextGen Secure Communications Platform. No additional hardware is required. The interface for investigators is browser-based and runs on Windows.

Word Alert Advantages

Word Alert provides these advantages for the agency and its investigators:

- Word Alert lets investigators search three types of communications for words and phrases of interest: telephone calls, SVC sessions, and STC text messages.
- A transcript of each telephone call and video session is available in minutes in its original language. *
- An English translation can be requested and displayed in seconds in line with the original language text. *
- Investigators can view a transcript alone or aligned with the audio or video player while the call or session plays. Search term matches are highlighted in the transcript. A button click jumps to the next or previous match in the transcript, moving the player automatically as well.
- Transcripts, text messages, and their translations can be saved to PDF files.
- Investigators can manage an editable dictionary of word and phrase search terms, in any language, and create categories of search terms.
- Interactive, ad hoc searches let investigators find words and phrases in past calls and sessions.
- Automated scans constantly search new calls and sessions for target words and phrases and send alerts to investigators when matches occur.
- Alert notifications can be sent to email addresses and SMS text phone numbers.
- Snippets of matches in transcripts appear when the investigator's mouse hovers over a list of calls, video sessions, and text messages. Mouse clicks jump to those locations in the player and transcript.
- Integrated audio and video players can control playback speed and volume.
- Search results can be exported to downloadable reports.
- Analytics include search term category frequency graphs and totals.
- Word Alert's intelligent, behind-the-scenes analysis uncovers trending topics of conversation on calls and sessions in the facility. This can reveal illicit activity before investigators realize it exists.

 Users' call and video session playback events are logged in the NextGen SCP system, giving agencies information for auditing.

* The supported languages for transcription, and for translation to English, are Bengali, English, French, Italian, Korean, Mandarin Chinese, Polish, Portuguese, Russian, Spanish, and Vietnamese.

Word Alert Capabilities

Word Alert capabilities include the following features:

- Simultaneous search of multiple types of communications
- Automatic speech-to-text telephone call and SVC video session transcription
- Rapid translation to English
- Transcript aligned with the audio and video player
- Dictionary of search terms
- Interactive searches of past calls, video sessions, and text messages
- Automated searches of new calls, video sessions, and text messages with user alerts
- Search results with snippets and highlighted matches
- Alert notifications to email addresses and SMS text phone numbers
- Integrated audio and video players
- Export transcript or text message conversation to PDF
- Call and video session playback logging
- Reports
- Analytics

Simultaneous Search of Multiple Types of Communications

Simultaneously search telephone calls, SVC sessions, and STC text messages for words and phrases of interest. Investigators can also narrow their searches to one or two of those communication types.

Automatic Speech-to-Text Telephone Call and SVC Video Session Transcription

Telephone calls and SVC video sessions are automatically transcribed to text within minutes after they end. There is no need to select any for transcription. Each text transcript is in the language the Inmate used when starting the call or session. Transcripts are stored in accordance with the agency's call and video session retention policies.

Rapid Translation to English

The investigator can request an English translation of a non-English transcript with just a button click. The translation appears in seconds with each line under the original language line in the transcript. The English translation is stored with the original transcript for future reference.

Transcript Aligned with the Audio and Video Player

A transcript can be viewed alone or aligned with Word Alert's audio or video player. Any search term matches are highlighted in the transcript. The investigator can jump to a section of interest in either the player or transcript and the two will move in tandem to that section. In the transcript they can jump from any search match to the next or previous match, and the player will move to that location.

Dictionary of Search Terms

Word Alert has an editable dictionary of words and phrases that can be used as search terms. Investigators can add terms in any language and create categories of terms. Individual terms, or entire categories, can be used in searches.

Interactive Searches of Past Calls, Video Sessions, and Text Messages

Word Alert makes it easy to do one-time, interactive searches of past calls, video sessions, and text messages using a date range and words, phrases, and categories of terms in any language. The search can be narrowed by Inmate name or ID and communication type, i.e., telephone calls, video sessions, and/or text messages. Results are displayed as a list of calls, sessions, and text/or text messages, each with clickable icons to show the transcript alone or with the player.

Automated Searches of New Calls, Video Sessions, and Text Messages with User Alerts

Word Alert lets investigators set up automated scans that continuously monitor new text messages and new call and video session transcripts as they come into the system. An alert is sent each time a search term match occurs in a call or session. The investigator configures an automated scan with search terms in any language and optionally with an Inmate's name or ID, as well as the communication type. They can also include an end date if they choose. An alert is sent to the dashboard each time a search term match occurs in a call or session. The investigator can add email addresses and SMS text message phone numbers to receive alert notifications as well.

At any time, the investigator can see the total number of alerts triggered so far by the scan. They can review the calls, sessions, and text messages that triggered the alerts and can also stop the scan at any time interactively. They can modify the alerts' lists of email and text message notification recipients.

Search Results with Snippets and Highlighted Matches

Calls, video sessions, and text messages with matching search terms are each listed with their communication record information: name of the Inmate, dialed telephone number, communication start date and time, and communication duration. Each record also shows a player icon and a transcript icon. Hovering over the transcript icon brings up one or more snippets from the transcript. The snippets show the search term matches in context. The investigator can decide whether to bypass that communication or investigate it further. They can click on the transcript icon to open the full transcript, or the player icon to see the transcript with the player. The matching search terms are highlighted in the transcript or text message.

Alert Notifications to Email Addresses and SMS Text Phone Numbers

Alerts can be configured to send email and/or SMS text message notifications. The investigator can set up the notifications when they create the alert or at any time afterwards. They can set the frequency of the notifications, modify (add, edit, delete) the email and text message recipients, and unsubscribe from notifications for a particular alert or all email and/or text message alerts.

Integrated Audio and Video Players

The integrated audio and video players have user controls to regulate playback speed and volume. The audio player also allows the investigator to mute either side of the communication independently. In both players, the transcript and player are aligned when they are displayed together. The investigator can play any portion of the call or session and read its transcript as they listen. Changing the location in either the player or the transcript changes it in both simultaneously.

Export Transcript of Text Message Conversation to PDF

A transcript can be exported and saved to a PDF file. Any in-line English translation in the transcript is included as well. The text is formatted exactly as it is on the screen and includes timestamps.

Call and Video Session Playback Logging

Whenever a Word Alert user plays part or all of an ITS call or SVC video session, that activity is logged in the NextGen SCP system logs. This provides auditing information for the agency.

Reports

The results of an interactive or automated search can be exported to a report and then downloaded. The report lists calls, video sessions, and text messages that had matches, with communication record information for each one.

<u>Analytics</u>

Intelligent analytics reveal what people in the facility are talking about on telephone calls, video sessions, and text messages without investigators having to do searches. In Analytics, the Keyword Categories screen shows how many times, and on which calendar days, words in each of the dictionary's categories occurred. The Top Keyword Trends screen shows additional words that Word Alert discovered on its own that are occurring in calls and sessions more often now than in the recent past. This trend information can uncover problems in the facility before investigators suspect they exist.

33.1.21 Contact Traffic Analysis Graphs: The system shall have the capability to display in graphical format contact statistics for the current day, month, or other designated time periods. The purpose of graphs is to provide the County with a quick way to verify that contacts are being made and to determine the overall contact traffic patterns and revenue. For example, for the day (or month or other designated time period) the County would like to see at a glance the fraction of attempted contacts that are completed; and the fraction of contact revenue that is generated by recipient-funded contacts compared to inmate debit or contacted party prepaid. Graphs must be automatically or otherwise easily generated and displayed.

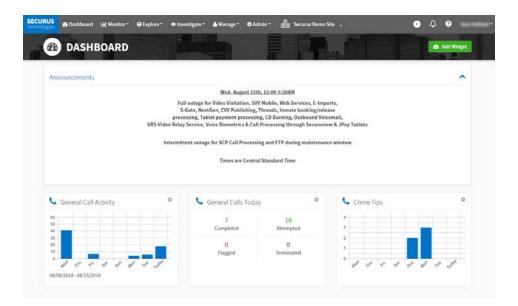
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP allows users to create almost limitless reporting. If customized reports are needed, we will provide them to Fort Bend County Jail at no charge except in those cases where the customized report would require a significant allocation of resources or material changes to Securus systems and procedures.

In the small number of instances where development is needed (e.g. capturing additional information from other systems), Securus will provide the development free of charge unless the request involves significant cost to Securus. In such cases Fort Bend County Jail will be given the option to pay for the additional services without markup.

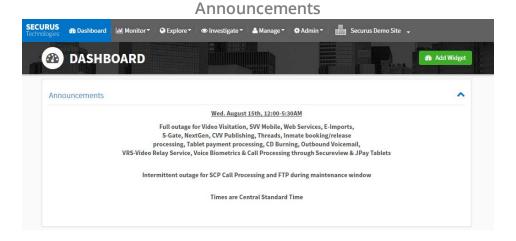
Information at your fingertips: The Securus NextGen SCP dashboard is a configurable landing page giving quick access to often-used functions and a proactive overview of your communication systems in user-specific widgets. The Announcement Panel is where Securus posts notices about system maintenance, feature enhancements, and training opportunities.

Configurable Dashboard with Announcements and Widgets



Announcement Panel

The Announcement Panel is where Securus posts notices about system maintenance, feature enhancements, and training opportunities. This panel automatically refreshes hourly to provide the most up-to-date information.



Widgets

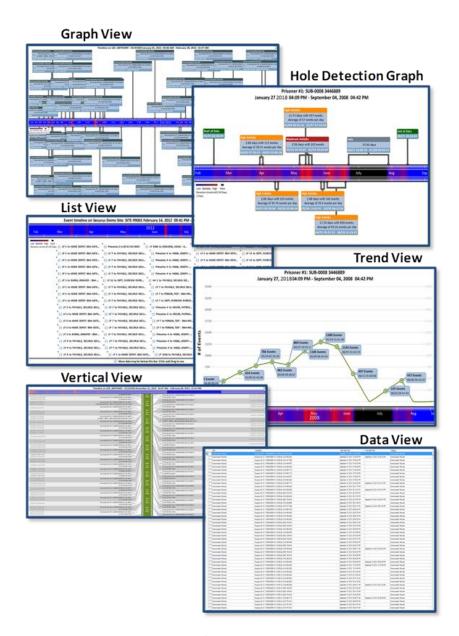
The NextGen SCP dashboard provides an overview of activity within the facility. Each capsule of information on the dashboard is referred to as a widget. The specific widgets available to each user is based on permissions given to the user by the Fort Bend County Jail's administration staff. A variety of widgets are available for each product.

Add a Widget ADD WIDGET General Call Activity SNA Search Crime Tips Phone Number Required 10 digit number required Emergency Calls General Calls Today PAN Frequency Detail Country Code Required 54299 Completed Attempted 1 - United States/Canada/Caribi * 270 Phone Number Required Flagged Terminated dialed number required PAN Frequency Threshold Required **ADD WIDGET** General Call Activity My Upcoming Video Visits Join Date/Time (CT) Duration Type Visit Inmate Status 07-31-2017 10:00 30 Min ONSITE Scheduled Terminal: LP Gandhi CovertSite PIN: 733152 ONSITE Craig Welch 08-01-2017 08:00 30 Min Scheduled Terminal: LP am CovertSite PIN: 738508 BNA Search 08-04-2017 11:00 30 Min REMOTE Michelle Scheduled 0 Johns Phone Number Required CovertSite 10 digit number required Search View all my requests

THREADS TIMELINE OF EVENTS

THREADS provides a sophisticated interactive timeline of events, or lack of events. This analysis generates a graphical timeline for the selected set of targets containing all related events with dates, such as communications, criminal events, mail covers, associations, and more.

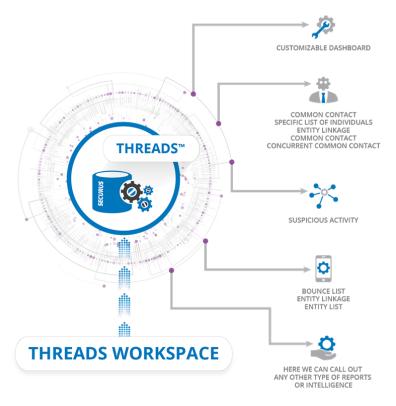
The THREADS timeline feature allows the user to add external intelligence to the timeline.



THREADS™ Analytic Data Platform—Overview

Securus understands that during an investigation, the law enforcement community is inundated with tasks and gathering intelligence. Identifying relevant data can be a challenge at times when new data are identified. This results from numerous different sources, formats, and potential leads that require identification. **Through Securus' data analytics platform—THREADS™—facility data is automatically ingested the moment THREADS is enabled**. Additional external data sources can be imported and analyzed to build an investigation. **All of this takes place without purchasing any additional equipment**, and **can be managed remotely at any time through an assigned webbased portal**. This means that Fort Bend County Jail can access data remotely from any location that provides internet access.

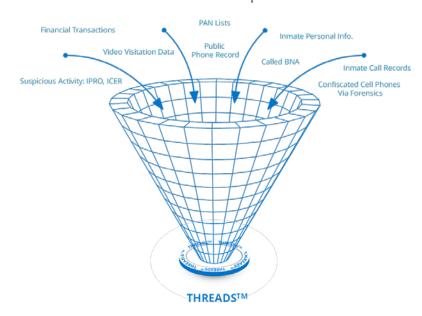
THREADS Brings Big Data Capability to the Corrections Industry



THREADS Applies Big Data Search Algorithms to Investigative Support

THREADS brings the power of Big Data Analytics to the investigative capabilities of correctional facilities, thereby reducing demands on Investigative personnel, while increasing their ability to identify potential criminal behavior. THREADS gathers and analyzes facility data, identifying actionable data that can be used as the basis of targeted criminal investigations.

Data Pulled from Multiple Databases



THREADS automatically imports information from NextGen SCP's telecommunications database, Inmate information from JMS, and financial data. Multiple sources of data and databases are combined into the THREADS' analytic framework to reduce the time required for investigators to find suspicious patterns. Such patterns may be an indication of planning or commissioning crimes.

Widely Used Investigative Telecommunications Platform

THREADS is the most widely used investigative telecommunications platform in the industry today, with more than 1.5 million Inmates served, multiple petabytes of aggregated intelligence data, and more than 2 million phone calls processed per day. THREADS' powerful data analytics engine analyzes multiple types of facility data, such as Inmate communication records, public phone records, billing name and address, data from confiscated cell phones, financial data, and more to automatically generate focused leads for investigators. THREADS' robust and accurate analytics engine is intuitive and easy to use, making it the ideal tool for any investigative officer operating within a correctional institution.

THREADS Was Developed Specifically for the Corrections Industry

Unlike other investigational software, which requires users to manually upload facility data, THREADS automatically consumes facility data on a nightly basis and does not require any equipment to reside on site. The unique algorithms within THREADS were designed in conjunction with high-profile investigators, bringing more than 50 years of combined experience in communications, data, and training. What can take an entire day with multiple officers working eight-hour shifts now takes just moments.

Primary Benefits of THREADS to the Prison Community

The primary benefits of THREADS to the prison community include:

- Visually based linkage reports that make the identification of communication patterns and the identification of Inmate activities and communications quick and easy to understand.
- Significant reductions in the amount of investigative time required to produce documented and actionable results.
- Community Data Sharing that allows facilities to run reports on a much larger data set to expand their investigative reach.
- Customizable facility dashboard with configurable display-based facility metrics.
- Discovery and disruption of Inmate-based criminal activities.

Importing Information

THREADS will automatically import the **following types of corrections information**:

- Inmate call records
- Inmate personal information, such as name, account number, PIN, DOB, SSN, and more
- PAN lists
- Called party billing name and address information
- Video visitation data
- Suspicious activity, through IPRO and ICER for example
- Financial transaction metrics

THREADS can also import information from external data sources, such as:

- Confiscated cell phones—calls, text messages, emails, videos, contacts, etc.
- Public phone records, as legally allowed
- Events and places of interest
- Mail
- LexisNexis

THREADS Communities

THREADS further separates itself from other Inmate telephone service providers by providing a national community database where facilities can choose to share their data to expand and identify more investigative opportunities and leads. Facilities can choose to share data with other local, regional, or national agencies depending on their investigative needs.

Through this community of data sharing, THREADS users can leverage the resources of other agencies to understand the breadth of their investigations and, therefore, close cases faster. By joining the THREADS community, users can run reports, uncover data correlations, and gather contact information unlike any other data analytics solution.

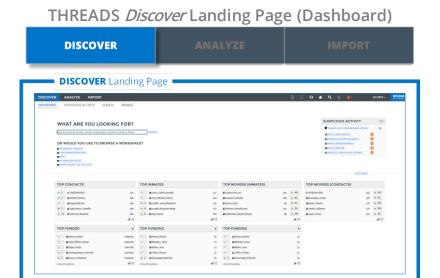
THREADS Communities Share Data Between Multiple Jurisdictions



Discover / Analyze / Import

To make it easy and intuitive, THREADS is divided into three sections—**Discover**, **Analyze**, and **Import**. Each of three major activities are contained in each section, making it easy to identify which activity the investigator wants to initiate. Details of what items are contained in each section are provided below:

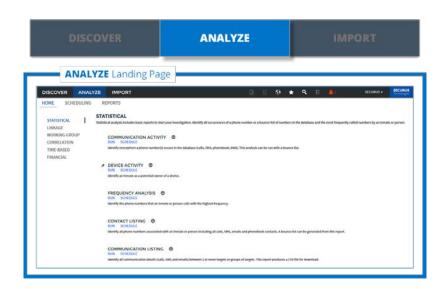
- Discover—Define, run, and view reports on information gathered and categorized by THREADS.
- Analyze—Define the types of analysis to be performed and runs the automated analysis built in THREADS.
- **Import**—Define sources of data to be automatically imported. This includes data from external sources, such as subpoenaed phone records; confiscated cell phone forensics; data extracted from JMS, RMS, and other systems and data.



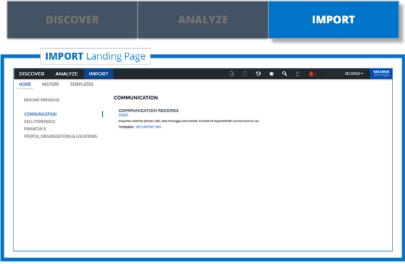
Widgets

The **Discover** landing page shows customizable widgets allowing the investigator to set up information in a way that is most convenient to their investigative needs. These widgets default to the following categories: Suspicious Activities, Tasks, Top Inmates, Top Contacts, and Recent Records.

Threads *Analyze* Landing Page



THREADS Import Landing Page

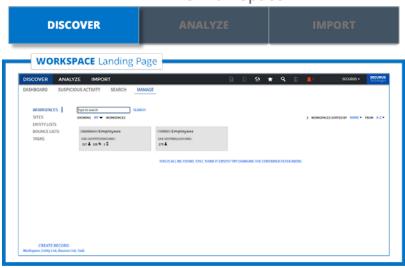


Frequently Used Features

Workspaces

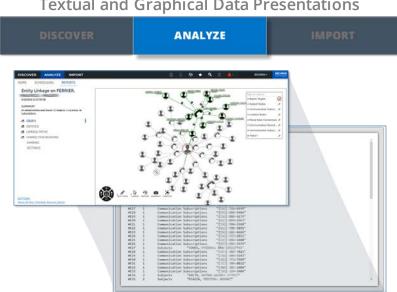
Within THREADS, Securus provides online workspaces where investigative cases can be built. These workspaces allow users to compile data and build an investigation. Pictures, locations, devices, organizations, and known associates can be inserted and attached within the workspaces to organize in-progress investigations while investigators add additional data points. Investigators can update the permissions for each workspace to allow only the active investigator, only Fort Bend County Jail facilities, or your full shared community to have access to individual workspaces. Through these settings, users filter editing privileges for those assigned with viewing access.

THREADS Workspace



Graphic and Textual Information

All information is presented graphically as well as textually. Timeline charts and graphical analysis make it easy to reveal periods of high-intensity calling and other calling patterns on a graphical and interactive timeline.



Textual and Graphical Data Presentations

Inmate Identification and Automatic Notifications

This technology identifies the Inmate—even if the calls are masked by another Inmate's PIN—and eliminates human intervention by receiving actionable intelligence at the push of a button. THREADS also provides automated notifications that can alert an investigator when information is found.

THREADS Reports

Reports are accessed on the Analyze page as shown below:



THREADS provides the following types of reports:

- Statistical
- Linkage

- Working Group
- Correlation
- Time-Based
- Financial

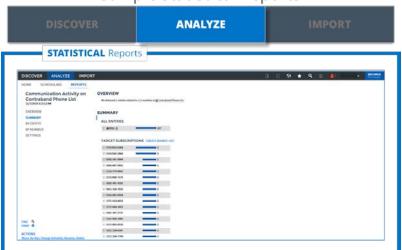
These report types are described in the following pages.

Statistical Reports

Statistical analysis includes basic reports to start your investigation. This includes all occurrences of a phone number or a bounce list of numbers in the database and the most frequently called numbers by an Inmate or person.

Investigators can:

- Identify everywhere a phone number occurs in the database, such as calls, SMS, phonebook, and BNA. This analysis can be run with a bounce list.
- Identify an Inmate as a potential owner of a device.
- Identify the phone numbers that an Inmate or person calls with the highest frequency.
- Identify all phone numbers associated with an Inmate or person including all calls, SMS, emails, and phonebook contacts. A bounce list can be generated from this report.
- Identify all communication details (calls, SMS, and emails) between two or more targets or groups of targets. This report produces a CSV file for download.



Sample Statistical Reports

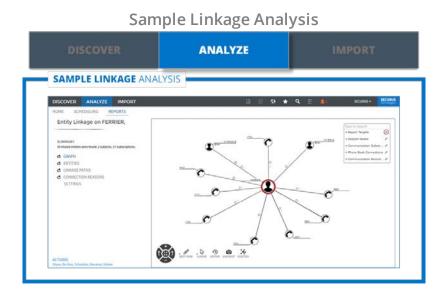
Linkage Reports

Linkage analysis shows how Inmates and people are related. All the reports in this section generate graphical results that let you explore the relationships between your targets. This visual reporting tool is a quick way to understand who Inmates are talking to and how the calls are related to other known numbers or Inmates.

Users can generate a linkage chart that identifies the following information based on user-selected connection types, such as calls, financials, visitation, etc.:

- A target(s) relationships
- Connections between two selected targets or two sets of targets
- Connections between two or more targets

In addition, users can generate a linkage chart that identifies direct relationships between selected targets based solely on phone calls.

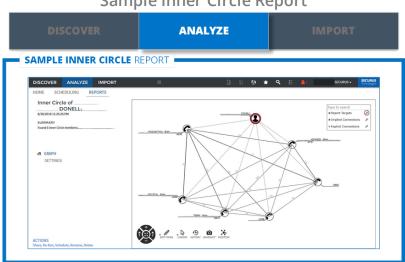


Working Group / Inner Circle Reports

Working Group analysis uses a person's communication behavior and calling patterns to identify phone numbers and people of interest. One of the key techniques used is temporal analysis, which links people based on time between calls. The closer the time between calls, the more likely those calls are related. By leveraging working group reports, facilities can identify gang and other organized activity. Knowledge of organized groups and gangs can aid staff in monitoring member activity or take preventive measures against illicit activities.

Investigators can:

- Identify a target's "working group" or inner-circle based on their communication patterns. This report is a graphical linkage chart.
- Display a target's inner circle changes over a predetermined time.
- Show communication sequences where a target calls two or more numbers in a pattern.
- Identify communication patterns—such as two or more of the same sequence and when they occurred.
- Find a target's chain of calls. A chain is a series of calls triggered by the previous call in the chain. This report requires imported phone calls from outside the facility.
- Identify the most-likely boss in an organization based on chain analysis. This report requires imported phone calls from outside of the facility.



Sample Inner Circle Report

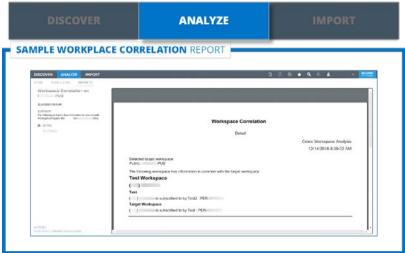
Correlation Reports

Correlation analysis identifies common contacts and phone numbers between Inmates, persons, and workspaces. Through correlation reporting, investigators can identify common contacts between Inmates as well as fraternization between Inmates and facility staff.

Investigators can:

- Find any common communications between Inmates, persons, or groups of targets.
- Identify potential three-way calls between Inmates.
- Discover common phone numbers between two workspaces.

Sample Workplace Correlation Report

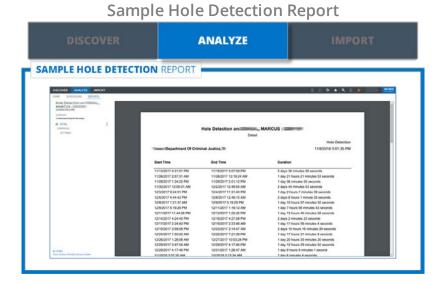


Time-Based / Hole Detection Reports

Time-based analysis provides reports based on the timing and frequency of an Inmate's or other person's communications. The investigator can find out when communication is frequently taking place, then identify periods of time where communication is not taking place. These gaps in communication can indicate behavioral changes as well as cell phone usage.

Investigators can:

- Identify holes or gaps in an Inmate's or person's communication activity.
- Display a set of phone numbers that a person called where communications stop
 with one phone number and communications start with a different phone number
 within a proximity of time. This might indicate a change of phone number or an
 organizational shift.
- Identify if two or more phones are being used at overlapping times. If there is a significant time overlap, it could indicate that the phones are being used by different people.
- Generate a graphical timeline of any activity—such as communication, association, financial transactions, etc.—that includes a date and time.

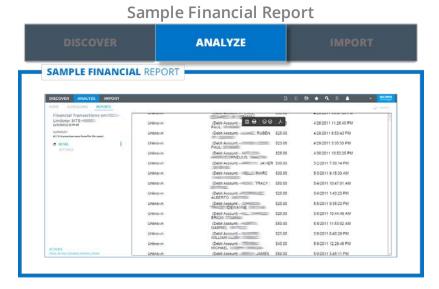


Financial Reports

Financial analysis identifies correlations between Inmates and people based on the funding of an Inmate's accounts.

Investigators can:

- Identify Inmate financial accounts with multiple funding sources.
- Identify and list financial transactions of interest for a set of targets.



Efficient Automated Reports

When key information is gathered, investigators must determine where all of that data will go and then take part in the time-consuming method of analysis. However, THREADS takes

it one step further by allowing facilities to set up automated reports. Reports can be scheduled to take place daily, weekly, or monthly. Through this automated reporting process, users receive notifications regarding the data they use at the timeframes they select.

Managed Data Analytics

For facilities interested in using THREADS but requiring additional investigative resources, Securus offers Guarded Exchange to provide this service. Guarded Exchange is a fully owned Securus subsidiary, managed by current and former law enforcement and corrections personnel. With more than 20 years of experience, Guarded Exchange has the resources to run THREADS reporting and analytics, and provide actionable intelligence to Fort Bend County Jail facility members. Guarded Exchange is here to serve Fort Bend County Jail by importing and filtering data to provide the investigative leads that Fort Bend County Jail needs.

Conclusion

THREADS offers the flexibility for investigators to reference and cross-reference internal and external data on demand and all within an easy-to-use platform. From high-level facility metrics, to the import of contraband phone data, THREADS offers the most comprehensive investigative software solution in the market with a robust data analytics and reporting toolset **specifically developed for the corrections industry**. **THREADS is 100% owned and maintained by Securus Technologies** and provides updates and enhancements through regularly scheduled upgrades and deployments. THREADS continues to invest in research and development to lead the market with the new features and functions necessary to stay current with the growing needs within your facility.

33.1.22 Contact Security and Contact Blocking: The system shall provide complete contact security and contact blocking at the unit location. It shall also have a programmable reestablishment mode for restrictions placed on the inmate's use of the system. All contact security and blocking settings must take place in real time with no delay in system changes.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP allows authorized facility personnel to manage blocked numbers using the platform user interface. Blocked numbers can be applied at various levels—facility, site, phone group, phone, and Inmate. NextGen SCP offers unlimited blocking so the resulting call blocking table that is created may contain as many entries as needed. In addition, there is an associated "Description" field that allows for additional information to be attached.

Typically, the call blocking list includes the phone numbers of local judges, sheriffs, facility personnel, jury members, attorneys and witnesses. This feature prevents Inmates from making calls to the specific numbers listed.

33.1.23 100% Contact Recording Feature: The system shall have 100% digital contact recording as a feature; however, contacts with attorneys will not be recorded. This feature will allow real-time recording of individual contacts, online storage of each recording for a minimum of three (3) years, and shall have the ability to off-load a specific contact to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded contacts to prevent the deletion when the normal storage period is expired. Such protected contacts shall be maintained until such protection is removed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus calling service automatically bypasses monitoring and recording special calls by designating phone numbers, such as those to attorneys, clergy, or doctors, as "private."

Before installing the calling services product, Securus will import all known attorney numbers from your existing system or a list provided by the State Bar Association to the system. The web-based user interface, NextGen SCP™ makes it easy for administrators to maintain this database and, as always, Technical Support is available 24x7x365 to assist with any service needs in maintaining this data. New numbers added are updated for all facilities within the County network.

Protecting private communications: NextGen SCP safeguards calls between Inmate and their attorneys. Attorneys can register in a database to classify their phone numbers as private. Depending on whether the attorney completed the registration process, the Inmate and the called party hear one of two warnings:

- Complete registration: "This is a Private call. It will not be recorded and cannot be monitored."
- Incomplete registration: "This call is not Private. It will be recorded and may be monitored. If you believe this should be a Private call, please hang up and follow facility instructions to register this number as a Private Number. To consent to this recorded call, press ..."

To further maintain the integrity of attorney-client and other privileged calls, Securus offers an optional patented service called Two-Party Active Consent. Two-Party Active Consent ensures that both the Inmate and called party give their "permission" to record and/or monitor their call.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP provides a patented method for ensuring the authenticity of Inmate communication recordings made through the platform. The security feature, Chain of Evidence, is a key component of NextGen SCP. It is automatically included in all

installations. Chain of Evidence prevents tampering with the communication detail record and communication recording. NextGen SCP encrypts, time-stamps, and verifies the authenticity of each recording.

NextGen SCP meets or exceeds the Rules of Evidence used in state and federal courts for the admissibility and authenticity required in a court of law.

In addition to Chain of Evidence provided through NextGen SCP, Securus will provide expert staff to testify, at no cost to Fort Bend County Jail, to the authenticity of the call recordings made on NextGen SCP.

Chain of Evidence

A phone call made on the NextGen SCP creates a record, known as a communication detail record (CDR), which includes—at a minimum—the following information:

- Customer name
- Facility name
- Originating station
- Destination number
- Start and stop time of the call
- PIN, if used by the facility

This information provides context information about the call. It is this context that differentiates a typical recording from one that can survive an evidentiary challenge to its authenticity. NextGen SCP combines this contextual information with the audio data in memory and writes the information to disk as a continuous data stream. It is not possible to modify the recording after recording to disk, and each recording contains the critical information about the authenticity of the data.

Storing this data in one combined unit creates a strong audit trail for identifying and proving the origin of the recorded call.

Creating the Audio Data

The recording process starts as soon as the called party answers the phone. This provides a record of the entire interaction between NextGen SCP and the called party before the called party accepts the call. This interaction includes everything the called party says and all voice-over announcements, including the following information:

- Location of the originating call
- Inmate name
- Call rates
- Call acceptance

 Notification messages, such as the standard announcement that the call is subject to monitoring and recording

The recording is "complete" in real time and does not depend on the Inmate and called party ending the call to have a "header" or other information written into the CDR. This feature is significant because the recording package is constructed real-time throughout the call and is un-editable, or locked, with all of the required data to identify the call. This guarantees that any recording produced for legal purposes is the original data (recording and call details) and cannot be modified.

Downloading Calls as Evidence

NextGen SCP allows authorized users to copy recorded conversations to any external media device connected to the user's PC, such as CD, DVD, mp3 player, or USB drive. This feature facilitates easy sharing of recordings for investigative or court purposes. To maintain the accuracy of data and recordings during downloading and copying, NextGen SCP stores the files with both audio and CDR information and is embedded within an industry-standard, read-only format that prevents the possibility of tampering.

"I estimate that I request phone records for eight out of every ten subjects I investigate, and of the 100 subjects that I have helped convict over the past four years, probably half of those were because of telephone recordings provided by the Securus platform. Securus has been so successful in assisting with my cases that the US Attorney's Office has asked me to get Inmate calls for all cases." - Master Police Detective Michael Wachsmuth, a Tactical Field Officer working with the Alcohol, Tobacco, and Firearms division of the Federal Justice Department.

EXTENDING CALL RECORDINGS

NextGen SCP® allows you to extend the expiration date of a recording so that communications that are part of an active investigation are not purged. This feature overrides the retention policy and, by using the Extend Time icon, your investigators can retain calls for an additional 30, 60, or 90 days.

Extending Call Recordings · A 🗷 ? Dynamic Search ADVANCED SEARCH PT) Advanced Search Criteria 18 11:59 PM No specific criteria selector Select the Refine by Expand All 2 Results Communication Status record Communication Type Type Inmate Name (ID) Inmate Terminal Nizon, Beter 0 JOE HIGGS Q 09-07-2018 12:06:17 Carver, Sam (0080) 1 (817) 896 1 Call to: 1 (817) 09-07-2018 12:05:17 select the desired Off Hook Time: timeframe 09-07-2018 12:06:17 Start Time: **EXTEND TIME** 09-07-2018 12:15:13 The file will be saved in the system until 10-07-2018. To save the file for an additional number of days from the 30 days @ 60 days BNA Info: @ 90 days WARNING! You can only extend the time once Additional Call Details

Current expiration date will be per the terms of the agreement.

Cancel Extend Time

33.1.24 Attorney Contacts: Approved legal/attorney contacts, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle preapproved attorney contacts. Individual attorney contacts must be configurable for predefined contact durations as necessary.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus calling service automatically bypasses monitoring and recording special calls by designating phone numbers, such as those to attorneys, clergy, or doctors, as "private."

Before installing the calling services product, Securus will import all known attorney numbers from your existing system or a list provided by the State Bar Association to the system. The web-based user interface, NextGen SCP™ makes it easy for administrators to maintain this database and, as always, Technical Support is available 24x7x365 to assist with any service needs in maintaining this data. New numbers added are updated for all facilities within the County network.

Facility personnel with ADMIN user access, will have the ability to enter attorney information and numbers, directly into the platform, using the Global list feature. This is where numbers will be set to private and no record.

Protecting private communications: NextGen SCP safeguards calls between Inmate and their attorneys. Attorneys can register in a database to classify their phone numbers as private. Depending on whether the attorney completed the registration process, the Inmate and the called party hear one of two warnings:

- Complete registration: "This is a Private call. It will not be recorded and cannot be monitored."
- Incomplete registration: "This call is not Private. It will be recorded and may be monitored. If you believe this should be a Private call, please hang up and follow facility instructions to register this number as a Private Number. To consent to this recorded call, press ..."

To further maintain the integrity of attorney-client and other privileged calls, Securus offers an optional patented service called Two-Party Active Consent. Two-Party Active Consent ensures that both the Inmate and called party give their "permission" to record and/or monitor their call.

33.1.25 Free Contacts: The System shall have the capability to provide free contacts to pre-approved recipients.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

We will provide free calls to designated individuals, courts, foreign consulates, and other authorized calls, as determined by Fort Bend County Jail. NextGen SCP can provide these calls through any or all inmate telephones so that Fort Bend County Jail staff is not responsible for escorting inmates to a designated telephone. NextGen SCP allows authorized personnel to apply parameters for automated management of the number of calls, call duration, time of day access, and phone(s) used.

Authorized Fort Bend County Jail staff can add numbers to the free call list through the NextGen SCP user interface, as shown in the following figure.

Configuring Free Calls te * 👗 Manage * 🔘 Admin * 💼 Securus Demo 0 A 0 ADD MANAGED NUMBER Cancel D Save Phone number details elect "Free" from the "Dialing Class of Service" drop-dowr Characters remaining: 255 You have not selected a location or i apply these phone number settings. Max Call Duration (minutes) Speed Dial Code Enter speed dial code Allow Even if Inmate is Suspended Continuous Voice Verification (CVV) Value set at: default setting Override Record Call

Securus can provide Fort Bend County Jail with the ability to configure free call(s) by both inmate and phone group through the **First Calls Free** feature. This feature was designed to provide an efficient, automated way for staff to:

Cancel Save

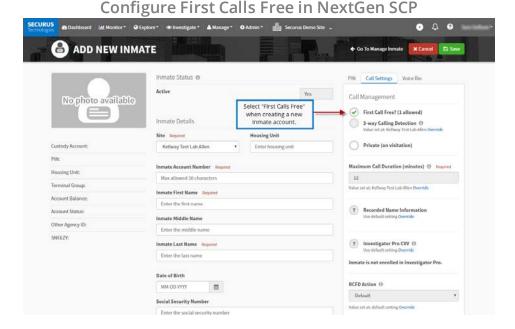
- Easily comply with legal or regulatory free call requirements
- Manage free calls with no manual intervention
- Prevent the abuse of free calls and the resulting loss of calling revenue

How It Works

When a new inmate is added to NextGen SCP, or returns after a period of release and the inmate's PIN is re-activated, the inmate will receive their first "X" number of calls free from any phone group where First Calls Free is configured. For example, if Fort Bend County Jail allows each inmate two free phone calls on the group of phones in the booking area, NextGen SCP will allow those two calls at no charge. The third phone call would incur charges, as would any calls made outside the booking area.

Other advantages of First Calls Free are:

- NextGen SCP only recognizes the free call if the call is connected to the called party, ensuring the inmate can instruct the called party on how to set up a prepaid AdvanceConnect® account
- It is configurable by both number of free calls and phone groups, providing facilities with complete free call control
- Free calls are subject to all number blocking, and inmate suspension restrictions



Calling Restrictions

Every call type is subject to defined calling restrictions, including free calls. Fort Bend County Jail can also limit how many free calls an inmate can make in a specified period. Other restrictions that can be applied to free calls include:

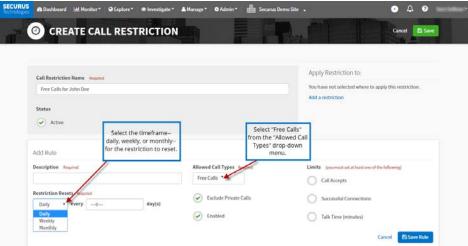
- Limiting the number of free calls that can be connected, regardless of called party acceptance status
- Limiting the number of free calls the called party positively accepts

NextGen SCP will also allow Fort Bend County Jail to define how often the calling restrictions reset. The number of free call connects or accepts can be configured to reset:

- Daily
- The "daily" reset can be configured by the number of days. For example, every three days an inmate can place one accepted free call
- Weekly
- Monthly

Authorized Fort Bend County Jail users can specify what day of the month or week the rule is reset.

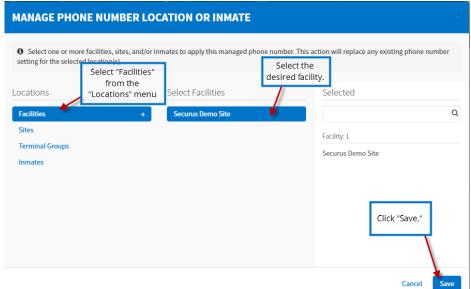




Free by Dialed Phone Number

Any phone number can also be set as free from the "Managed Number" page. Clicking "Add a Location or inmate" opens a window to choose the location—facility, site, terminal group—or inmate to which free calls will apply, as shown in the following image.

Setting Free Calls in Global Lists



Free Phones and Free Local Phones

Securus staff can also configure any phone group as a "Free" phone group or "Free Local" phone group. After creating a group, Securus can add any phone to it. inmates can place local, intraLATA, interLATA, or interstate calls from the "Free" phone group at no cost to the inmate or called party. Calls made by inmates in a "Free Local" phone group to called parties outside the local area would incur charges.

33.1.26 Warning Statement: The system must provide a "warning statement", determined by County, in both English and Spanish on each device. This statement must also be given as a message on the initiation of the contact for both party's information. Such message and capability must be disabled on contact between inmates and contacts which are not recorded.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus calling service default system setup provides message prompts in both English and Spanish. Inmates select a specific language at the beginning of the call process by dialing a single digit. Securus offers 15 different languages choices to meet their specific need.

During call acceptance, the called party receives the acceptance instructions first in English and then receives an option to continue in the language the Inmate selects. This fraud deterrent feature eliminates possible attempts by the Inmate to confuse the called party with a language they do not understand.

Securus provides durable printed dialing instructions in both English and Spanish on each Inmate telephone, using appropriate materials and techniques for the correctional environment that clearly explains the process in a manner that is easy to read and understand:

Sample Dialing Instructions in English and Spanish

| This Call is Being Recorded | Esta Llamada será grabada | |
|---|---|--|
| DIALING INSTRUCTIONS | INSTRUCCIONES DE MARCADO | |
| Press "1" for English | Presione "2" para español | |
| For a collect call, press "1" | Para llamada por cobrar, presione "1" | |
| For a debit call, press "2" | Para llamada de débito, presione "2" | |
| TIPS Hotline, press "8" | Para línea directa de aviso secreto, presione "8" | |
| Enter your PIN | | |
| Enter your area code and phone number | Introduzca su número de identificación personal | |
| You may hear silence during the acceptance of your call. Please continue to hold. | Introduzca su número de teléfono, incluyendo el código de área | |
| | Escuchará silencio mientras su llamada es aceptada. Continúe esperando por favor. | |

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Configure voice overlay messages to protect against fraud: Securus Calling Service through Securus NextGen SCPTM allows voice overlay messages throughout a call as an additional fraud protection feature. A typical message might be: *This call is from a correctional facility.*

- Play the message randomly or a fixed number of times per call
- Change the time between when the message plays and when to play the next message
- Set the delay between call acceptance and when to play the first message
- Set the amount of time before the end of the call to play the message.

33.1.27 Capability to Interject Messages: If deemed necessary by County, the system shall have the capability to interject messages into an inmate's contact at random intervals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Configure voice overlay messages to protect against fraud: Securus Calling Service through Securus NextGen SCPTM allows voice overlay messages throughout a call as an additional fraud protection feature. A typical message might be: *This call is from a correctional facility*.

- Play the message randomly or a fixed number of times per call
- Change the time between when the message plays and when to play the next message
- Set the delay between call acceptance and when to play the first message
- Set the amount of time before the end of the call to play the message.

33.1.28 Administrative Functions Password Protection: It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection provided with each proposed system.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP is a centralized, digital network that is accessed via the web by navigating to https://ngscp.securustech.net in the supported browser, Chrome.

The platform is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.

Enhanced security through strong passwords: Our password policy enhances access security by requiring strong passwords. Each user must authenticate with the appropriate credentials before using the system or activating communication.

Securus NextGen SCP Password Requirements

- 8-12 characters
- No spaces
- User first and last name prohibited
- At least three of the following:
- Upper case letter
- Lower case letter
- Number
- Special character

Regular password updates: NextGen SCP periodically requires the user to change their password; passwords may be configured by location, days to expire, and the number of password cycles before password reuse. Additional configuration options include reminders for password expiration and minutes of allowable inactivity before session timeout.

Password recovery: NextGen SCP has a feature for password recovery that is easy to use without involving a facility administrator. "Forgot Your Password?" appears on the login screen and, with a click, users access online support for recovering or updating a password prior to expiration. System security requires users to provide the correct answers to preset questions prior to a password reset. After a new password is created, NextGen SCP emails confirmation to the address linked to the user ID.

33.1.29 Audit Log Reporting: The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity. The system must allow authorized County staff options to generate

audit reports for all users and for individual users and for all activities and specified activities. Describe the system's user auditing capabilities.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Log Fort Bend County Jail **user activities for investigative purposes:** The NextGen SCP audit and tracking feature can be accessed by specified site administrators only or by site personnel with authorized security credentials. NextGen SCP gives you 24x7x365 access to all systems including reporting functions, recordings, live call/video session monitoring, and all configuration settings.

Securus NextGen SCP Audit and Tracking Feature Logs Activity

- System access, such as user log in time and user activity duration
- Recording access, such as recording playback and associated user
- Communication activity
- Searches
- Webpage visits
- Data change, such as changes to personal allowed number (PAN) lists, custody accounts, global list entries, and security permissions

33.1.30 Centralized Processing and Data Storage: The system must provide secure, centralized storage of both contact records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each recording.

Each facility must have independent control of the inmate devices at that facility and have on-site access to the facility's contact records and recordings through a workstation computer. The system at each facility must be tied together in a secure Wide Area Network (WAN) that allows properly authorized staff at one location to carry out investigations by accessing contact records or recordings from any or all sites.

Reporting capabilities must allow for the reporting of a single location or all locations within the network.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Secure, any time/anywhere access: To access the Securus NextGen SCP interface, your users will open a Chrome™ browser and launch the URL: https://ngscp.securustech.net/login. After entering a valid username and password, all integrated features are accessed with just the click of a mouse. Securus NextGen SCP™ is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.



Fort Bend County Jail **control over access rights:** Assign access rights to each user role to control access based on the facility's security clearance objectives. You may limit individual access to each application and may further limit access to each function within each application. System Logs provide an audit trail of all user activity within your NextGen SCP platform. Log types include: Communication Activity, Recording Access, System Access, Searches, Webpage Visits, and Data Change. This design delivers investigative recordings with digital clarity and provides easy remote monitoring from any secure web browser with internet access.

Securus Next Gen SCP features put you at the investigative intersection of Inmate management and communications management.

- 24x7x365 system monitoring
- Redundant backups for disaster recovery
- Securus manages 100% of maintenance and repair
- Regular rollouts of system updates at no additional charge
- System with single point of access inside or outside agency walls
- Automatic display of details
- Access anytime from anywhere

ACESSING THE CENTRALIZED RECORDING DATABASE

Multiple authorized operations can simultaneously access the centralized recording database to retrieve calls for investigations without having to change or exchange recording media. Our system allows for an unlimited number of operators to search and

download recorded calls across the WAN for all facilities without the degradation of any facilities within the provided WAN.

33.1.31 Remote System Access: The system must allow properly authorized County administrators and investigators to remotely access the inmate telephone system's user interface and centrally stored data using personal desktop or laptop computers that have not been provided by the Respondent. Explain how remote access is accomplished.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus NextGen platform, allows any user with permissions, to gain access to the phone system, from anywhere as long as they have internet access. Access does not have to be from an onsite computer or desktop. Users would go to the following URL to access the phone platform:

https://ngscp.securustech.net/login

Secure, any time/anywhere access: To access the Securus NextGen SCP interface, your users will open a Chrome™ browser and launch the URL:

https://ngscp.securustech.net/login. After entering a valid username and password, all integrated features are accessed with just the click of a mouse. Securus NextGen SCP™ is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.



Information at your fingertips: The Securus NextGen SCP dashboard is a configurable landing page giving quick access to often-used functions and a proactive overview of your communication systems in user-specific widgets. The Announcement Panel is where Securus posts notices about system maintenance, feature enhancements, and training opportunities.

Fort Bend County Jail **control over access rights:** Assign access rights to each user role to control access based on the facility's security clearance objectives. You may limit individual access to each application and may further limit access to each function within each application. System Logs provide an audit trail of all user activity within your NextGen SCP platform. Log types include: Communication Activity, Recording Access, System Access, Searches, Webpage Visits, and Data Change. This design delivers investigative recordings with digital clarity and provides easy remote monitoring from any secure web browser with internet access.

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- Redundant backups for disaster recovery
- Securus manages 100% of maintenance and repair
- Regular rollouts of system updates at no additional charge
- System with single point of access inside or outside agency walls
- Automatic display of details
- Access anytime from anywhere

33.1.32 Access to Recorded Contacts: Access and playback of recorded contacts shall not require a manual media change. County desires that inmate contact recordings be maintained on-line for a minimum of three (3) years and be readily available for identification, selection and playback. The search for and ability to playback recorded contacts shall be performed on either a system Workstation at the main facility, or may be accomplished by searching and retrieving recorded contacts from other facilities covered under the scope of this RFP. Remote access to contact recordings for authorized users working from offsite PCs must also be provided.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will store recordings for the duration of the contract.

NextGen SCP™ has an integrated recording and monitoring system that is capable of recording all inmate conversations simultaneously. Multiple levels of security ensure that only authorized personnel can access and monitor the inmate recordings. Authorized personnel can listen to live or archived recordings via multi-media PC interfaces connected over local area networks (LANs).

Remote Access to Recording and Monitoring

With integrated recording and monitoring applications, other agencies, such as local police departments, can also access these functions. Any user that Fort Bend County Jail approves can access the recording and monitoring function of inmate calls from any computer or device with internet access. Securus has tested and certified call playbacks and live monitoring on:

- Operating Systems: iOS, Android OS, OS X, Windows
- Recommended Browser: Chrome

33.1.33 Recording Playback Features: The system must provide two options for recording replay: 1) Begin the replay immediately while the audio file is streaming, and 2) Allow the recording to be fully downloaded to the computer's hard drive before the investigator begins the replay. With one or both of these replay options, the system must allow investigators to slow-down the playback to better understand unclear passages; pause and fast forward as needed; mark significant points within a recording; add text notes that will remain with the recording when it is copied to a DVD or other portable medium, and provide the ability to replay a selected segment of a contact, once or many times, without having to replay the entire recording.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Deter illegal communication and provide actionable intelligence: Securus-owned Investigator Pro[™] (IPRO) is the most powerful voice biometrics tool in the corrections industry to identify voices:

- User-friendly features simplify your investigative efforts
- No additional hardware required with an easy Windows browser-based interface
- Hosted by Securus and integrated with the NextGen SCP™ system

In IPRO, you have options at set-up, features to customize, and varied reporting resources, all designed to simplify operations and enhance Fort Bend County Jail investigations.

Enrollment Options—Choose whether you want to implement IPRO with supervised or covert enrollment; you may combine or change this option at any time. With **Covert Enrollment**, IPRO creates voice signatures with data from Inmate calls and associates each voice signature with the appropriate PIN. There is no staff involvement, and your population is less likely to be aware that their voices are identified in phone calls. With **Supervised Enrollment**, a staff-verified voice sample is recorded for each Inmate and associated with the appropriate PIN.

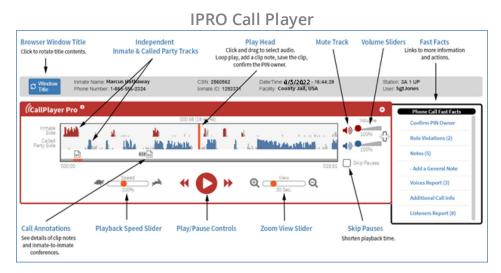
Pre-call PIN Check—IPRO's real-time, pre-call PIN check verifies the voice making the call to the voice signature assigned to the PIN at the time the call is placed. If the voice matches the assigned voice signature, then the call is connected; if the voice does not match, then the call is blocked. Fort Bend County Jail chooses whether to enable this feature. If enabled, you will see an **immediate reduction in PIN sharing and theft**.

Continuous Voice Identification—using state-of-the-art voice biometrics technology, IPRO continuously identifies voices on Inmate telephone calls with no gaps. IPRO identifies all Inmates on all calls by name throughout a call, no matter how many people are on the call or whose PIN was used to make the call. IPRO provides 100% coverage of every second of every call for the Inmate and the called party, without gaps in the conversation and without alerting the Inmate or other call participants.

For all voices on the call, IPRO calculates the probability that a voice belongs to a particular Inmate regardless of who made the call. Probability scores appear in the call player to help investigators follow suspected voices and identify imposters and potential PIN theft. IPRO continually "learns" to improve voice identification accuracy. In addition, IPRO identifies called party voices by name when the names are known to the system, such as a former Inmate.

Call Player— IPRO's full-featured Call Player makes listening to calls easy.

- Skip pauses
- Save voice samples for later searches
- Slow down/speed up playback
- Mute either side of the call
- Create audio clips
- View voice identification information for each call
- Review rule violations and view PIN abuse
- Identify three-way and Inmate-to-Inmate calls
- Attach call notes to calls or clips with case numbers and categories



IPRO's call player makes listening easy. The Fast Facts box beside it has links to more information and actions for the investigator.

Three-Way Call Detection—IPRO identifies suspected three-way calling and flags it in the Call Player for investigator review.

Inmate-to-Inmate Communication Reporting—IPRO detects Inmate-to-Inmate calls no matter how or where they happen. The Securus ICER software solution is integrated with

IPRO; ICER detects calls between Inmates regardless of whether they are at the same facility or at facilities across the country. All suspected Inmate-to-Inmate communication is flagged for investigator review.

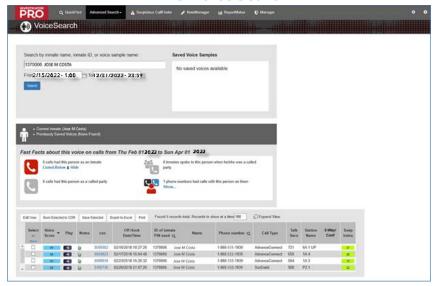
Custom High-Interest Group Labelling—IPRO gives Fort Bend County Jail investigators flexibility and tools to create custom High-Interest Group Labels such as gang names, contraband risk groups, and narcotics trafficking. These can be created in IPRO or Fort Bend County Jail may upload its own high-interest group data, eliminating the need for additional manual data entry. Icons representing the High-Interest Group Labels appear in call tables and searches for reference and fast identification.

Voice and Database Searches— IPRO gives optimal search functionality with the ability to search by Inmate name, ID, PIN, or prior saved voice samples. Fort Bend County Jail investigators may search for calls with a particular voice on either side of a call and may use date range limitations. Fort Bend County Jail may also generate searches based on High-Interest Group Labels, Inmate-to-Inmate calls, three-way calls, originating facility, and case number. By clicking in the Call Player, you can generate search results that include facts about the voice and links to the relevant calls, Inmates, and called phone numbers.

Management Tools and Reports—IPRO includes features that make investigations easy, including role-based access permissions, visibility to officers' use of individual IPRO features, and the ability to create, organize, search, and forward notes on calls and call clips. In addition, IPRO generates reports with data useful to investigators—pre-call PIN check results, likely PIN abusers, commonly called numbers, and IPRO voice learning results.

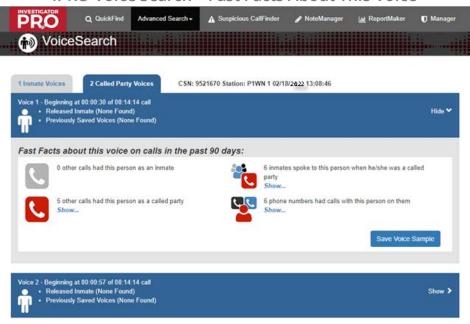
Voice Search—the investigator can search for calls that have a particular voice on the Inmate or called party side of the call. They can search by name, ID, or a voice sample saved from either side of a call in the call player. Search results include facts about that voice on those calls. With a click of the mouse, the investigator can get a listing of the calls, Inmates, or phone numbers involved.

IPRO Voice Search



Voice search results include facts about the voice and links to the relevant calls, Inmates, and called phone numbers.





ADDING NOTES

NextGen SCP allows authorized users to add notes and tracking numbers to communication detail records associated with recordings. This feature is accessed via the

notepad icon in the communication detail record. To any communication, you can add notes such as a tracking number, gang affiliation, and duration into the call. The note author chooses whether to share the note with other users or mark the note as private to their investigation. From the Notes tab on the communication detail record, users may view previous public notes associated with the communication.

Adding a Note to a Communication Detail Record



Fort Bend County Jail can use the Advanced Search function to search for notes based on the CDR tracker number, note type (no notes, my private notes, or shared notes), or keywords—such as a gang affiliation—within the CDR tracker notes. As with every report in the NextGen SCP user interface, the results are exportable to Excel, PDF, or CSV.

33.1.34 Simultaneous Contact Retrieval for Investigations: Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve contacts for investigations without having to change or exchange recording media.

The system shall provide for an unlimited number of operators to search and download recorded contacts across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Multiple authorized operations can simultaneously access the centralized recording database to retrieve calls for investigations without having to change or exchange recording media. Our system allows for an unlimited number of operators to search and download recorded calls across the WAN for all facilities without the degradation of any facilities within the provided WAN.

33.1.35 Inmate Management System Interfaces: Describe the Respondent's capability to provide software interfaces to other facility programs that would, for example, allow inmate PINs to be automatically transferred into the system's database from the

facility's jail management system, or would allow monies in an inmate's commissary account to be used for pre-paid inmate (debit) calls. Describe how such interfaces would work. Respondent will be financially responsible for paying for any such interface required for these services.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Our Integration Team works with 200+ vendors worldwide and 60+ independent, facility-owned systems, and shared databases. We make connections so that your communications, management, and banking technology works together.

| Securus Has Experience with 200+ Vendors Worldwide Including: | | |
|---|-------------------------|----------------------------|
| ABL Management, Inc. | FirsTech | Sleuth |
| Aramark | FSG Software | Southern Software |
| Archonix | Genesis | Spillman |
| Beacon Software Solutions | Global Software | Stellar |
| Canteen | Golden Eagle | Stewart Commissary |
| СВМ | Huber & Associates | Sungard/OSSI |
| Cirqular/SecurManage | ID Networks | SunRidge Systems |
| CIS | Intellitech | Swanson |
| Cisco | Intergraph | Synergistics Software Inc. |
| Compass Group | J-CORR Tech/Abbey Group | Syscon |
| Correctional Food Services | Justice Data Solutions | TAC-10 |
| Correctional Food Services/ITF | Justice Software | Tech Friends |
| Cottrell Consulting | Keefe | Telerus |
| CTS America | Kimble | Telus |
| Cushing Technologies | Lawrence and Associates | Text and Data/JAMIN |

D&D Vending M&M Micro Tiburon

Digitech/Jail Tracker MoneyGram Tiger

DSI/ITI Netdata Touchpay

DSSI New World TriTech Software Systems

Eagle Advantage Northland IT Solutions Trinity Services Group

edocTec Northpoint Institute, Inc. Turnkey

EForce Oasis Tyler Technologies

E-Justice/Crime Cog Premier Supply Link UniSys

Embarg Prevatek VisionAir

Emergitech Primonics Western Union

EnRoute 911 Pro Phoenix Windspeed Software

EZ Card and Kiosk PTS Solutions Zuercher Technologies

Our Integration Team designs, develops, tests, and integrates our system with Fort Bend County Jail vendors and banking systems. This process is part of the overall Project Plan for the installation of the NextGen SCP. Major milestones include:

- Collect preliminary needs/ requirements
- Have contract signed
- Finalized requirements
- Approve the Statement of Work
- Finalize design document
- Schedule customer implementation
- Develop custom integration solution
- Test custom integration solution
- Implement custom integration solution
- Customer approval and sign-off

Securus integration specialists consult with your IT departments or system providers to determine the best integration strategy for each specific application. All integrations occur over secure connections usually with the following technologies: SOAP Web Services; HTTP; FTP push or pull of files in any textual format; JSON; XML-RPC; and TCP Sockets. Securus can modify your data format for migration into our platform, without costly code modifications.

JMS/ Commissary Integration

Reduce administrative burden with JMS or commissary integration: We will integrate the NextGen SCP with your jail management system (JMS) and/or commissary system at no cost to Fort Bend County Jail. With an integration, the status of individuals in your Securus NextGen SCP automatically updates based on the status in your JMS or commissary systems. Using Securus' E-Imports feature eliminates the need for manual entry and updates of profile information. Upon release, the PIN is stored and, then if there is a reentry, the PIN is reactivated along with all prior associated history, including call detail records and recordings, if any.

SAMPLES OF DATA FIELDS FOR INTEGRATION

- First Name Middle Name Last Name Birth Date Social Security Number (SSN)
- ID/Account Number 1 16 Digit PIN Book Date Gender Race Activate Date
- Housing Location = Facility ID = Alert Level = Max Call Duration = Language Preference
 Suspended Calling with Start and End Dates = Three-Way Detection

Reduce administrative burden with E-Imports: The Securus NextGen SCP automatically imports and updates an inmate profile any time it changes (e.g., booking, transfer, release). You may also use E-Imports to sell "phone time" through the commissary that automatically transfers to the Securus Debit Account. E-Imports requires that your JMS or commissary vendor send files to an FTP directory at the Securus Data Center in a format and frequency as required by the Securus Interface Specifications Guide. The files can be fixed-length or delimited format; E-Imports supports comma-, pipe-, colon-, semi-colon-, and tab-delimited formats.

We'll work with JMS and commissary vendors to determine the specific transfer requirements including file types, file format, and file delivery frequency. We recommend setting up three recurring file transfers:

- Booked File Transfer Sent anytime there is a change in inmate booking, account, or calling eligibility and includes only the active inmate added or changed.
- Released File Transfer Sent anytime there is an inmate release.

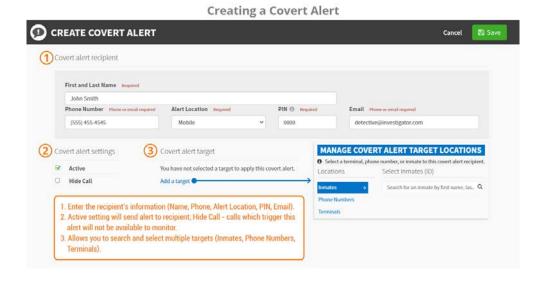
 Complete File Transfer – Sent in regular intervals to reflect your current population or weekly to synchronize systems.

33.1.36 Hot Alerts: Describe the system's capability to provide hot alerts, which will alert investigators when a specific contact is initiated. System must provide capability for alerts to be emailed to investigators, and for the contact to be forwarded to an investigator's telephone and/or cell phone for real-time monitoring of the contact in progress. Such real-time monitoring must be undetectable by the inmate and the other party and must not interfere with contact recording.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The NextGen SCP® includes the Covert Alert® feature to automatically forward a live call to an investigator at a designated phone number in listen-only mode to offer real-time monitoring of a call. Covert Alerts can be set for a to a specific phone number, from a specific inmate, or all calls from a specific terminal.

Covert Alerts are administered on the Admin>>Call Settings>>Covert Alerts page. In addition, Covert Alerts for specific inmate can be crafted and managed from the Inmate Activity page in addition to the Covert Alerts page under the Admin menu.



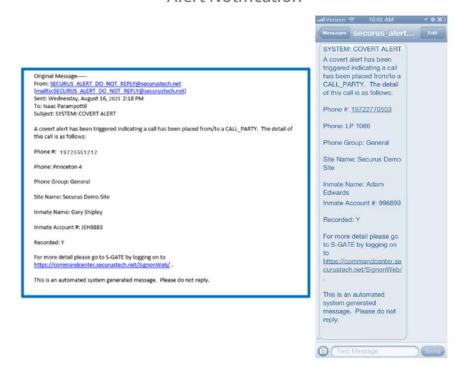
Covert Alert bridges a call to an authorized remote number for dialed numbers, phones, or inmate PINs that are under surveillance by investigators. The Covert Alert feature allows authorized personnel to monitor a call, from any location, while the call is in progress.

When a call is placed by an inmate, to a phone number or from a terminal that has a Covert Alert trigger, it is automatically sent to the designated investigator phone number(s) in

stealth mode. A call can be sent to multiple numbers simultaneously allowing several investigators to listen to the call.

Investigate and monitor potential illicit activities, regardless of location: Covert Alert sends calls to any phone number within the facility or across the United States. Investigators can also monitor calls through on-site workstations using the NextGen SCP Monitor Activity page, or remote live call-forwarding feature.

Covert Alert can also be set to send an email to the investigator(s) with information about a Covert Alert call including date, time, inmate PIN, originating telephone, and dialed number immediately after the called party accepts the call. The following figure provides a sample alert.



Alert Notification

Additional Security Feature

For extra security, Covert Alert can be configured to require a PIN to listen to the call. If activated, a customizable message will state, "This is a Covert Alert call from John Smith, an inmate at Fort Bend County Jail. To accept this Covert Alert call, please enter your investigator PIN now."

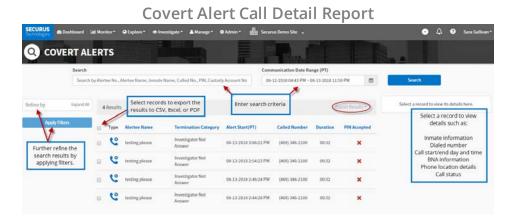
"Barge In"

While on the Covert Alert call, the investigator can terminate the call by pressing a predetermined code. Covert Alert also allows investigators to enter a code and interrupt the call to speak to both the inmate and called party.

This "Barge In" feature is available through both Covert Alert and on calls forwarded from NextGen SCP Monitor Calls page.

Covert Alert Call Detail Record Report

The Covert Alert Call Detail Record Report provides comprehensive detail regarding the call and allows authorized users to search for calls that triggered a Covert Alert.

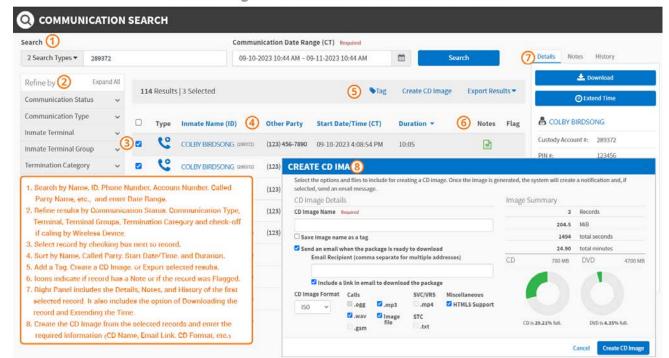


33.1.37 Email or Download Contact Recordings: The system shall provide the capability for investigators to email contact recordings directly from the system's user interface, and to download contact recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Tamper-proof, portable recordings for investigative and court purposes: With Securus NextGen SCP, Fort Bend County Jail users may copy recorded conversations and video sessions to a digital file that can be put on an external media device, such as CD, DVD, mp3 player, or USB drive. To maintain the accuracy of data and recordings during downloading and copying, NextGen SCP stores the files—both audio and CDR information—embedded within an industry-standard read-only format that prevents the possibility of tampering.

File type and notification options that fit your needs: When you download communication, a CD image is created, and you can add multiple recordings to an image, select the file type, view file size, and select an email notification when the CD image is ready to download.



Downloading Communication Events to External Media

33.1.38 Real-Time Contact Monitoring: The system must allow authorized users to monitor ongoing inmate contacts in real-time, from an onsite workstation or from a remote PC. Real-time contact monitoring must not interfere with contact recording and must be undetectable by the inmate and the other party. Explain in detail how your system will provide these features.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

NextGen SCP™ has an integrated recording and monitoring system that is capable of recording all inmate conversations simultaneously. Multiple levels of security ensure that only authorized personnel can access and monitor the inmate recordings. Authorized personnel can listen to live or archived recordings via multi-media PC interfaces connected over local area networks (LANs).

Live Call Monitoring

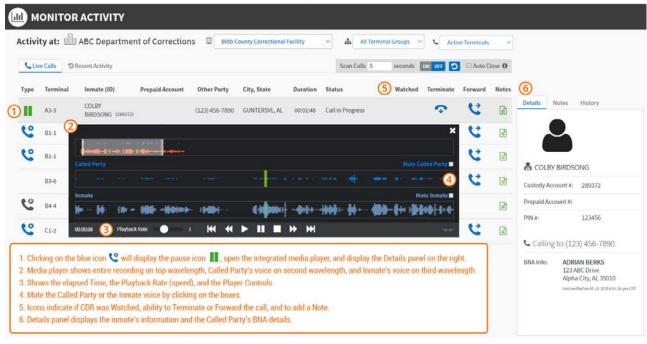
The NextGen SCP Monitor Activity function allows for real-time monitoring of calls in progress via a multi-media PC workstation. Authorized personnel can monitor live calls by highlighting the call in progress and clicking on the handset icon. Additional functions available through Call Monitoring include:

- Forwarding a call to an investigator for case-related call monitoring
- Terminating a call if agency security or policies are being violated

- Adding notes, which are later viewable as part of the CDR, to an in-progress call
- Accessing recent calls to the same phone number
- Accessing recent calls from the same phone terminal
- Viewing BNA information of called party

Silent Call Monitoring: When monitoring occurs, the system incorporates analog suppression/amplification hardware to monitor calls without inmate or called party detection. There is no noise, volume loss, or other indication of monitoring to ensure complete investigator anonymity.

Protecting Private Calls: NextGen SCP does not record any calls with entities your agency has designated as private, such as calls with legal counsel or clergy. It prevents all unauthorized attempts to listen to private calls and does not provide an option to monitor the call on these designated private calls. The communication record also clearly indicates the call as "private" in the user interface and will not contain a recording.



Monitor Activity - Listen to Live Calls

Scan Live Calls through Scan Patrol

The NextGen SCP Scan Patrol feature is an extension of the Monitor Activity function, providing Fort Bend County Jail personnel with the ability to automatically cycle through live calls in brief intervals of time. This creates an opportunity to determine the relevance of call content for further detailed analysis. Users enter a specific amount of time for the system to play each call before moving to the next active call, like an automobile scanning function. Scanning begins on the first active call posted and continues to the next active

call, before looping back to the first active call once the scan has completed a cycle. These processes are undetectable by the inmate or the called party and will not disrupt the recording process. Concise descriptions of activity are shown for each phone in use. For example, the system shows the inmate name, inmate ID, dialed number, start date/time, and duration of calls.

View Recent Activity

An additional feature in the NextGen Monitor Activity function is the Recent Activity tab that provides information related to recently ended calls. This gives listeners the advantage of quickly accessing a call that just ended and is no longer designated as an actively monitored call.



Monitor Activity - View Recent Activity

Call Recording

The integrated calling services recording application works independently, so integration with a third-party is unnecessary. This allows your facility to deal with a single vendor if any issues arise. NextGen SCP also shows if the call was accessed, available call notes, or if the call is flagged. Clicking on a call will open a side-bar and any associated details for the communication event, such as the billing name and address (if available), phone location details, call type, call status, CDR ID, termination category, cost of the call, and the call prompt language selected. This side-bar provides an easy method for downloading the call recording, extending the expiration retention period date for a call recording, a note capability for the CDR, and access for viewing the recording history all with a single mouse click.

NextGen SCP writes all recorded calls to a Network Attached Storage array (NAS) in our primary Data Center. Each NAS array is also replicated to the secondary Data Center for redundancy and failover. All recordings created on the platform reside in at least two of our Data Centers. Recordings are stored online for immediate access per contractual agreement. NextGen SCP can also be used to copy the recording and call detail information to a digital file that can be transferred to CD or DVD for additional back up, if necessary.

The calling service records all calls simultaneously and allows personnel to listen to previously recorded calls while active calls continue to be recorded. The system records the entire conversation from call acceptance to termination.

Remote Access to Recording and Monitoring

With integrated recording and monitoring applications, other agencies, such as local police departments, can also access these functions. Any user that Fort Bend County Jail approves can access the recording and monitoring function of inmate calls from any computer or device with internet access. Securus has tested and certified call playbacks and live monitoring on:

Operating Systems: iOS, Android OS, OS X, Windows

Recommended Browser: Chrome

33.1.39 Voice biometric: The proposed system must offer inmate voice biometric technology that validates the inmate's identity based on the inmate PIN. The voice biometric feature must be fully integrated with the proposed system. No fee may be charged for this function. Explain in detail how your system will provide this feature.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Deter illegal communication and provide actionable intelligence: Securus-owned Investigator Pro[™] (IPRO) is the most powerful voice biometrics tool in the corrections industry to identify voices:

- User-friendly features simplify your investigative efforts
- No additional hardware required with an easy Windows browser-based interface
- Hosted by Securus and integrated with the NextGen SCP™ system

In IPRO, you have options at set-up, features to customize, and varied reporting resources, all designed to simplify operations and enhance Fort Bend County Jail investigations.

Enrollment Options—Choose whether you want to implement IPRO with supervised or covert enrollment; you may combine or change this option at any time. With **Covert Enrollment**, IPRO creates voice signatures with data from Inmate calls and associates each voice signature with the appropriate PIN. There is no staff involvement, and your population is less likely to be aware that their voices are identified in phone calls. With **Supervised Enrollment**, a staff-verified voice sample is recorded for each Inmate and associated with the appropriate PIN.

Pre-call PIN Check—IPRO's real-time, pre-call PIN check verifies the voice making the call to the voice signature assigned to the PIN at the time the call is placed. If the voice matches the assigned voice signature, then the call is connected; if the voice does not match, then the call is blocked. Fort Bend County Jail chooses whether to enable this feature. If enabled, you will see an **immediate reduction in PIN sharing and theft**.

Continuous Voice Identification—using state-of-the-art voice biometrics technology, IPRO continuously identifies voices on Inmate telephone calls with no gaps. IPRO identifies all Inmates on all calls by name throughout a call, no matter how many people are on the call or whose PIN was used to make the call. IPRO provides 100% coverage of every second of every call for the Inmate and the called party, without gaps in the conversation and without alerting the Inmate or other call participants.

For all voices on the call, IPRO calculates the probability that a voice belongs to a particular Inmate regardless of who made the call. Probability scores appear in the call player to help investigators follow suspected voices and identify imposters and potential PIN theft. IPRO continually "learns" to improve voice identification accuracy. In addition, IPRO identifies called party voices by name when the names are known to the system, such as a former Inmate.

33.1.40 Keyword Search: The proposed system should have a recording scanning function that allows recorded contacts to be automatically or selectively scanned for specified keywords or phrases that are of special interest to investigators or facility administrators. Authorized facility staff must be able to add or delete words or phrases of interest on the scanning list as well as form groups of words or phrases into categories. Users must be able to automatically produce transcribed details of each recording for use in investigations. Additionally, the keyword search feature must allow an alert to be sent out via email if an inmate uses a word or phrase selected by the investigator.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Word Alert™ is a powerful speech-to-text transcription and keyword search tool for corrections agency investigators. It automatically transcribes all telephone calls and Securus Video Connect (SVC) video sessions to text. Investigators can search the transcripts and Securus Text Connect (STC) text messages for words and phrases either interactively or by setting up automated, continuous scans that send them alerts when matches occur.

Save time and get targeted leads: Word Alert helps investigators quickly identify the communications most likely to have investigative value:

 Search for words and phrases interactively or by setting up automated, continuous scans with email or SMS notifications when matches occur

- Skim a transcript or text message conversation or jump to matching search terms rather than listening to the whole call or session
- Get an English translation of a non-English transcript
- Uncover individuals who are talking about topics of investigative interest—
 Intelligent analytics reveal topics now being talked about in the facility more than in the past, uncovering problems before investigators know to look for them.

Word Alert is a Securus solution and Securus manages the solution roadmap. It is integrated with the Securus NextGen Secure Communications Platform. No additional hardware is required. The interface for investigators is browser-based and runs on Windows.

Word Alert Advantages

Word Alert provides these advantages for the agency and its investigators:

- Word Alert lets investigators search three types of communications for words and phrases of interest: telephone calls, SVC sessions, and STC text messages.
- A transcript of each telephone call and video session is available in minutes in its original language. *
- An English translation can be requested and displayed in seconds in line with the original language text. *
- Investigators can view a transcript alone or aligned with the audio or video player while the call or session plays. Search term matches are highlighted in the transcript. A button click jumps to the next or previous match in the transcript, moving the player automatically as well.
- Transcripts, text messages, and their translations can be saved to PDF files.
- Investigators can manage an editable dictionary of word and phrase search terms, in any language, and create categories of search terms.
- Interactive, ad hoc searches let investigators find words and phrases in past calls and sessions.
- Automated scans constantly search new calls and sessions for target words and phrases and send alerts to investigators when matches occur.
- Alert notifications can be sent to email addresses and SMS text phone numbers.
- Snippets of matches in transcripts appear when the investigator's mouse hovers over a list of calls, video sessions, and text messages. Mouse clicks jump to those locations in the player and transcript.
- Integrated audio and video players can control playback speed and volume.
- Search results can be exported to downloadable reports.

- Analytics include search term category frequency graphs and totals.
- Word Alert's intelligent, behind-the-scenes analysis uncovers trending topics of conversation on calls and sessions in the facility. This can reveal illicit activity before investigators realize it exists.
- Users' call and video session playback events are logged in the NextGen SCP system, giving agencies information for auditing.

* The supported languages for transcription, and for translation to English, are Bengali, English, French, Italian, Korean, Mandarin Chinese, Polish, Portuguese, Russian, Spanish, and Vietnamese.

Word Alert Capabilities

Word Alert capabilities include the following features:

- Simultaneous search of multiple types of communications
- Automatic speech-to-text telephone call and SVC video session transcription
- Rapid translation to English
- Transcript aligned with the audio and video player
- Dictionary of search terms
- Interactive searches of past calls, video sessions, and text messages
- Automated searches of new calls, video sessions, and text messages with user alerts
- Search results with snippets and highlighted matches
- Alert notifications to email addresses and SMS text phone numbers
- Integrated audio and video players
- Export transcript or text message conversation to PDF
- Call and video session playback logging
- Reports
- Analytics

Simultaneous Search of Multiple Types of Communications

Simultaneously search telephone calls, SVC sessions, and STC text messages for words and phrases of interest. Investigators can also narrow their searches to one or two of those communication types.

Automatic Speech-to-Text Telephone Call and SVC Video Session Transcription

Telephone calls and SVC video sessions are automatically transcribed to text within minutes after they end. There is no need to select any for transcription. Each text transcript is in the language the Inmate used when starting the call or session. Transcripts are stored in accordance with the agency's call and video session retention policies.

Rapid Translation to English

The investigator can request an English translation of a non-English transcript with just a button click. The translation appears in seconds with each line under the original language line in the transcript. The English translation is stored with the original transcript for future reference.

Transcript Aligned with the Audio and Video Player

A transcript can be viewed alone or aligned with Word Alert's audio or video player. Any search term matches are highlighted in the transcript. The investigator can jump to a section of interest in either the player or transcript and the two will move in tandem to that section. In the transcript they can jump from any search match to the next or previous match, and the player will move to that location.

Dictionary of Search Terms

Word Alert has an editable dictionary of words and phrases that can be used as search terms. Investigators can add terms in any language and create categories of terms. Individual terms, or entire categories, can be used in searches.

Interactive Searches of Past Calls, Video Sessions, and Text Messages

Word Alert makes it easy to do one-time, interactive searches of past calls, video sessions, and text messages using a date range and words, phrases, and categories of terms in any language. The search can be narrowed by Inmate name or ID and communication type, i.e., telephone calls, video sessions, and/or text messages. Results are displayed as a list of calls, sessions, and text/or text messages, each with clickable icons to show the transcript alone or with the player.

Automated Searches of New Calls, Video Sessions, and Text Messages with User Alerts

Word Alert lets investigators set up automated scans that continuously monitor new text messages and new call and video session transcripts as they come into the system. An alert is sent each time a search term match occurs in a call or session. The investigator configures an automated scan with search terms in any language and optionally with an Inmate's name or ID, as well as the communication type. They can also include an end date if they choose. An alert is sent to the dashboard each time a search term match occurs in a call or session. The investigator can add email addresses and SMS text message phone numbers to receive alert notifications as well.

At any time, the investigator can see the total number of alerts triggered so far by the scan. They can review the calls, sessions, and text messages that triggered the alerts and can also stop the scan at any time interactively. They can modify the alerts' lists of email and text message notification recipients.

Search Results with Snippets and Highlighted Matches

Calls, video sessions, and text messages with matching search terms are each listed with their communication record information: name of the Inmate, dialed telephone number, communication start date and time, and communication duration. Each record also shows a player icon and a transcript icon. Hovering over the transcript icon brings up one or more snippets from the transcript. The snippets show the search term matches in context. The investigator can decide whether to bypass that communication or investigate it further. They can click on the transcript icon to open the full transcript, or the player icon to see the transcript with the player. The matching search terms are highlighted in the transcript or text message.

Alert Notifications to Email Addresses and SMS Text Phone Numbers

Alerts can be configured to send email and/or SMS text message notifications. The investigator can set up the notifications when they create the alert or at any time afterwards. They can set the frequency of the notifications, modify (add, edit, delete) the email and text message recipients, and unsubscribe from notifications for a particular alert or all email and/or text message alerts.

Integrated Audio and Video Players

The integrated audio and video players have user controls to regulate playback speed and volume. The audio player also allows the investigator to mute either side of the communication independently. In both players, the transcript and player are aligned when they are displayed together. The investigator can play any portion of the call or session and read its transcript as they listen. Changing the location in either the player or the transcript changes it in both simultaneously.

Export Transcript of Text Message Conversation to PDF

A transcript can be exported and saved to a PDF file. Any in-line English translation in the transcript is included as well. The text is formatted exactly as it is on the screen and includes timestamps.

Call and Video Session Playback Logging

Whenever a Word Alert user plays part or all of an ITS call or SVC video session, that activity is logged in the NextGen SCP system logs. This provides auditing information for the agency.

Reports

The results of an interactive or automated search can be exported to a report and then downloaded. The report lists calls, video sessions, and text messages that had matches, with communication record information for each one.

Analytics

Intelligent analytics reveal what people in the facility are talking about on telephone calls, video sessions, and text messages without investigators having to do searches. In Analytics, the Keyword Categories screen shows how many times, and on which calendar days, words in each of the dictionary's categories occurred. The Top Keyword Trends screen shows additional words that Word Alert discovered on its own that are occurring in calls and sessions more often now than in the recent past. This trend information can uncover problems in the facility before investigators suspect they exist.

33.1.41 Ownership of Information: Throughout the term of the contract and upon termination or expiration of the contract, County shall own the information and reports stored or produced by the inmate technology system. Respondent shall be required to provide County with the capability to access all such information and reports upon termination or expiration of the contract. The Respondent must describe its plan for meeting this requirement. A statement of concurrence with this requirement must be included in Respondent's proposal. County shall not incur any expense for providing this service.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Authorized users can continue to access call recordings for the full retention period required through the SCP user interface. Access is provided in the same manner as during the contract. Securus will work with County to determine a timeframe that recordings will need to be accessed after the contract term has ended.

33.1.42 Existing and Historical Contact Recording Access: The Respondent must make readily available in a usable format current and historical recordings and contact detail records from the current system without loss of information and playback ability. The Respondent must describe its plan for this requirement. County shall not incur any expense for this process.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Any recordings from the current inmate platform should be stored and retained by either the County or the current provider must make available their servers for a certain period of time. Any historical data from the old platform is the responsibility of the current vendor and they should grant the county access to those for a specified period of time.

33.1.43 Multi-factor Authentication: The system should incorporate multi- factor authentication wherever possible to reduce the risk of unauthorized use or access to systems or applications.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY -

NextGen SCP is a centralized, digital network that is accessed via the web by navigating to https://ngscp.securustech.net in the supported browser, Chrome.

The platform is protected by SSL (secure socket layer) security, which uses the same security protocols that banks use for establishing a connection for customer online banking.

- 33.2 Equipment specifications and additional items:
- 33.2.1 Four (4) standard TDD units and two (2) video relay service devices capable of functioning interchangeably with the proposed inmate telephone system.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.2.2 Five (5) of the 35 public video visitation terminals must be hands-free and shall not require the user to pick up or hold a handset to participate in the visit.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.2.3 Six (6) of the 145 inmate video visitation terminals must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.2.4 Two (2) enrollment terminals will be required for public enrollment for future visits and will be fully installed in the public video visitation room.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.2.5 Fifty (50) earbuds or headphones, certified to work with all audio related applications on provided tablets, provided to County each month at no cost to County.

This stock of earbuds or headphones are in addition to the initial earbuds or headphones, which is supplied with each inmate tablet. This stock of earbuds or headphones is intended as replacement equipment and will be used by County at sole discretion of County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

33.2.6 Six (6) of the 68 multi-function kiosks must be mobile and capable of connecting in various parts of the Jail based on requirements set by County and installed by Respondent. Where possible, units should be wifi based to eliminate the need for cables.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

25.0 SCOPE OF WORK:

The purpose of this RFP is to make available to the designated inmate population access to a variety of technology products and services.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

25.1 Inmate telephone system, inmate and public video visitation system, a wireless inmate tablet system, inmate multi-function kiosk solution, and a monetary acceptance kiosk solution will be installed and available based on schedules managed by the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

25.2 Access to all systems will be supervised and monitored by County staff. Systems furnished shall be of advanced technology with state-of-the-art equipment provided.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

25.3 The County requires a concession-type contract whereby the Respondent provides all inmate and public equipment and services without any cost to the County and pays an agreed-upon commission percentage of gross revenue generated from usage determined by the final contract.

25.4 With the exception of any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures, all equipment and software provided by the Respondent shall remain the property of the Respondent. All equipment and software provided, including any wiring or cabling installed by the Respondent within walls, floors, or ceilings of facility structures shall remain the responsibility of the Respondent for maintenance purposes.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

26.0 GENERAL INFORMATION:

26.1 Respondent to provide data necessary for the evaluation of competitive proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

26.2 Services are to include: AIS (automated information service), Inmate Telephone Control System, Inmate Telephones, Public Telephones, Video Visitation Control System, Inmate Video Visitation Terminals, Public Video Visitation Terminals, Remote Video Visitation Software and Applications, Inmate Tablet Control System, Inmate Tablets, Inmate Multi-Function Kiosk Control System, Inmate Multi-Function Kiosks, Inmate Multi-Function Kiosk Software and Applications, Monetary Transaction Acceptance Kiosk Control System or Integration, Monetary Transaction Acceptance Kiosk for Jail Lobby, and Monetary Transaction Acceptance Kiosk for Inmate Booking Area, Digital Mail Processing, Inmate Messaging, and Inmate Voice Mail.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

26.3 County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Respondent owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The Respondent is required to retain total liability for the system. At no time will County be responsible or accept liability for any Respondent owned items.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

26.4 Respondent will assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the system, installation, maintenance and training. Respondent required to assume responsibility for all services obtained under contracts resulting from this RFP.

26.5 Respondent must comply with any mandatory licensing requirement. Respondent must state that, if selected, will furnish and install all equipment, cable, miscellaneous hardware and materials in compliance with all applicable codes, whether local, state or federal, and that all permits or licenses required for installation will be obtained without cost to County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

27.0 INDIVIDUAL UNIT REQUIREMENTS:

27.1 The locations and number of individual units initially required are listed below but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Respondent must agree to adjust the number of individual units or to relocate existing units as needed at no cost to the County. Additionally, individual unit requirements may vary based on the individual units' ability to perform multiple functions.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

27.2 Facility list and number of individual units required:

| Facility | Address | ADP | # Inmate | # | # | # | # | # | # Multi- | # |
|-----------|-----------|-----|----------|--------|--------|--------|----------|---------|----------|--------|
| | | | Phones | Public | Inmate | Public | Inmate | Officer | Function | Money |
| | | | | Phones | VV | VV | Tablets | Tablets | Kiosks | Kiosks |
| | | | | | Units | Units | | | | |
| Adult | 1410 | 900 | | | | See E | xhibit 1 | | | |
| Detention | Richmond | | | | | | | | | |
| Center | Parkway, | | | | | | | | | |
| | Richmond, | | | | | | | | | |
| | TX 77469 | | | | | | | | | |
| Juvenile | 122 | N/A | | | | See E | xhibit 2 | | | |
| Detention | Golfview, | | | | | | | | | |
| Center | Richmond, | | | | | | | | | |
| | TX 77469 | | | | | | | | | |

TAB 2 RATE AND REVENUE GENERATION PLAN AND COMMISSION PERCENTAGE

36.0 BILLING:

36.1 Responsibility for Billing and Collections: The Respondent shall be responsible for billing and collections. Describe the Respondent's billing and collection processes.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The billing and collection process differs based on the type of billing method used. Securus provides all billing services internally through Securus Friends and Family Call Center (SFFCC). Collect calls normally are billed directly by Securus and not a third party to ensure accurate billing and to control bad debt. The monthly bill statement includes a detail description of calls received, debits, credits, fees, and taxes. Taxes are calculated and assessed after call completion to ensure accurate tax assessment by jurisdiction and individually documented on the payer's invoice during the billing cycle.

Direct-billed account:

- Calls are rated and sorted prior to distribution
- Rated calls are distributed to Securus billing system
- Charges appear on a bill generated by Securus Friends and Family Call Center (SFFCC—Securus' customer service and billing division). Called parties are subject to credit checks (as allowed by state regulations) to set up a direct billed account.

With an AdvanceConnect® prepaid account, called parties fund these accounts in advance and charges are deducted from an account as calls are made.

36.2 Responsibility for Fraudulent and Uncollectible Contacts: The Respondent shall be responsible for any financial losses due to fraudulent billing and/or uncollectible contacts. The Respondent must agree that any losses due to fraudulent contacts or uncollectible bills will not be subtracted from the gross revenue prior to the calculation of the commission.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Uncollectable revenue does not reduce the County's commission.

Calls are categorized as uncollectible when one of the following events prevents collection of an amount billed to an end user's account, using valid billing records:

Post-billing adjustment

- Credit to end user's bill
- Bad debt write-off when a customer fails to pay a bill.

Fraudulent calls are calls where an end user intends to defraud, deceive, or cheat, usually for the purposes of causing financial loss to another, or bringing financial gain to oneself. We use our best efforts to collect on fraudulent calls. Fraudulent calling does not affect the calculation of the County's commissions.

36.3 Responsibility for Monthly Line Fees: The Respondent shall assume the responsibility for all monthly line fees associated with the system.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will assume the responsibility for all monthly line fees associated with any of our products and services.

37.0 RATES AND COMMISSION:

37.1 Rates:

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial offer pages that outline rates, fees, and commissions.

37.1.1 Respondent shall define the proposed flat calling rates for all domestic calls. All international calls will also be a flat rate, but may be different from the domestic call rate. All call rates must be in compliance with current FCC rate caps. Rates for debit calls and collect calls should be listed and described separately in response, but should be consistent.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial offer pages that outline rates, fees and commissions.

37.1.2 Respondent must describe any other fees or charges over and above the approved call rates, other than normal taxes, that will be included in the cost of a call. If applicable, any fees charged to the called party, including any potential additional fees or charges to called parties for optional features that the facility might choose.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial offer pages that outline rates, fees and commissions.

37.1.3 Respondent shall define the proposed remote visitation rates, including fees for additional or optional features.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial pages that outline rates, fees and commissions.

37.1.4 Respondent shall define the proposed tablet rates including rental, purchase, and usage fees for all revenue based features and services.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial pages that outline rates, fees and commissions.

37.1.5 Respondent shall define the proposed rates for any and all other revenue generating features and services available to inmates and public users covered under this RFP.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to our financial pages that outline rates, fees and commissions.

37.2 Commission:

37.2.1 Respondent shall pay a percentage of the revenue generated by inmate calls of all types, whether collect or prepaid. Respondent shall pay a percentage of the revenue generated by all remote video visits. Respondent shall pay a percentage of the revenue generated by all tablet rentals, purchases, and revenue generating application usage. Respondent shall pay a percentage of the revenue generated by all electronic messages. Respondent shall pay a percentage of the revenue generated by all other revenue generating applications and systems approved to be used by County. All completed calls that generate revenue for the Respondent, third parties, or sub-respondents utilized in the performance of this contract, regardless of the call's classification, are considered part of "Gross Billed Revenue" and are subject to the same commission proposed, not an alternate commission percentage or bonus. The agreed upon commission rate shall remain fixed during the contract term, unless County and the Respondent mutually agree to modify the commission rate at any time during the contract term.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will pay commissions to Fort Bend County Jail based on gross revenue. Gross revenues include all gross billed revenues directly relating to completed collect or prepaid calls generated by and through the Inmate telecommunications system. Customer revenue excludes required regulatory fees 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.

37.2.2 Commission shall be paid monthly. The Respondent shall provide with each commission payment, revenue detail reports that clearly show total revenue from each inmate telephone, broken down by call type, as well as total revenue for all calls during the billing period. Call revenues must be verifiable at the on-site system workstation and by remote access from original call detail reports. Commission created from all

products and services should be broken down in a similar way as described for call revenue. Explain how your system will break down commission by revenue stream.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus provides commission payments and summary reports no later than 30 days after the last day of the month of traffic. Traffic detail reports, such as call and video session detail reports, can be viewed through the NextGen SCP user interface.

Securus access controls for all systems are internally audited for compliance with The Sarbanes–Oxley Act of 2002 (SOX), which set new or enhanced standards for all U.S. public company boards, management, and public accounting firms. This internal audit ensures Fort Bend County Jail will get accurate and timely reporting and commission payments from Securus.

Please note a sample copy of a current Commission report has been included in **Attachment No. 5.**

37.2.3 Commission paid shall be based on the agreed upon percentage of all revenue generated by all revenue generating products and services through the system during the billing cycle, without deductions for fraudulent or uncollectible bills.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Uncollectable revenue does not reduce the County's commission.

Calls are categorized as uncollectible when one of the following events prevents collection of an amount billed to an end user's account, using valid billing records:

- Post-billing adjustment
- Credit to end user's bill
- Bad debt write-off when a customer fails to pay a bill.

Fraudulent calls are calls where an end user intends to defraud, deceive, or cheat, usually for the purposes of causing financial loss to another, or bringing financial gain to oneself. We use our best efforts to collect on fraudulent calls. Fraudulent calling does not affect the calculation of the County's commissions.

37.2.4 Rates and commission shall be split into two categories:

37.2.4.1 Revenue generated via transactions from an inmate's commissary account, as determined by final contract, will result in commissions being paid to the Sheriff's commissary fund.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide a commission split per this request. See financial offer section for more details.

37.2.4.2 All other commissions will be paid to the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please reference the financial offer section for details.

37.2.5 The respondent shall agree to participate in any audit requested by the county. The audit will be at the cost of the county.

3 Year Term Contract, 2 one-year renewal extensions

We recognize that Ft Bend County and/or the Sheriff's Office may wish to propose modifications to our offers, and we are willing to be flexible in any negotiations to best support your operational goals today and going forward throughout the term of any agreement. Please see **TWO** options for your review.

| OPTION ONE | |
|---|--|
| Service and Rate | Ft Bend County Revenue Share Impact |
| Telephone Service | |
| Call Rates | 80% |
| - All domestic calls (includes debit) \$0.13/min | |
| - Mexico \$0.13/min | |
| - Other International \$0.13/min | |
| 1 FREE CALL per Person/Week | |
| Minimum Annual Guarantee (MAG) Total | \$750,000 |
| MAG to the County: | \$250,000 |
| MAG generated from commissary: | \$500,000 |
| E Messaging | |
| \$0.25/message | 25% |
| Tablet Premium Content (\$5.00/Month Premium Content fee) | 40% |
| Songs – \$1.06 - \$1.99 | |
| Games – \$0.99 - \$12.99 | |
| Movies - \$1.99 - \$14.99 | |
| Television Episodes - \$0.99 - \$9.99 | |
| Videos Rental - \$0.49 - \$14.99 | |
| Videos Purchase - \$1.99 – \$19.99 | |

| Remote F&F Video Visitation per minute) | - \$4.99/session, 25 minutes (\$0.19 | 40% |
|---|--|---------|
| On Site Video Visitation – \$0 | No Cost | |
| Free Attorney Remote Visita | ation - \$0/Session | No Cost |
| Inmate Voicemail | \$1.99 | 80% |
| Securus Text Connect Packa | ges: | 10% |
| 50 Texts \$ 5.50 | | |
| 100 Texts \$10.45 | | |
| 250 Texts \$19.80 | | |
| 500 Texts \$35.20 | | |
| Inmate Initiated Video Visit | ation \$4.99/session | 40% |
| 25minutes (\$0.19 per minut | e) | |
| 2 dedicated on site personn | el | No Cost |
| Digital Mail Service | | No Cost |
| Investigative Solutions: | | No Cost |
| Voice Biometric/Investig | gator Pro (Voice Identification) | |
| THREADS | | |
| ICERWord Alert | | |
| Human Trafficking Semi | inars | |
| | | |
| 1:1 Tablets Tablet Users pay a \$ | 5.00 Premium Content availability fee. | No Cost |
| Upgraded Booking Kiosks * Touch screen | | No Cost |
| * Dual language – English/Spanish | | |
| * Multi Coin acceptor | | |
| * Multi-Bill acceptor | | |
| * Card Swipe – Credit Card/Debit Card | I | |
| * Holds 1200 bills | | |
| * Outside lock entry | | |

| * Inside combination lock access to cashbox | | |
|--|--------------------|---------|
| <pre>Upgraded Lobby Kiosk * Touch screen</pre> | No Cost | |
| ** Camera | | |
| * Dual language – English/Spanish | | |
| * Multi/Single Coin acceptor | | |
| * Multi/Single Bill acceptor | | |
| * Card Swipe – Credit Card/Debit Card | | |
| * Holds 1200 bills | | |
| * Outside lock entry | | |
| * Inside combination lock access to cashbox | | |
| Money Transfer | | No Cost |
| Client Kiosk Depo Deposit Amounts | Fees | |
| \$0.01 to \$20.00 | \$3.95 | |
| \$20.01 to \$100.00 | \$6.95 | |
| \$100.01 to \$200.00 | \$8.95 | |
| \$200.01 to \$300.00 | \$10.95 | |
| \$300.01 to \$400.00 \$400.01 to \$515.00 | \$12.95 \$15.50 | |
| Automated Information Service | φ10.30 | No Cost |
| | | |
| Video Relay Service | | No Cost |
| Law Library | | No Cost |
| Video Relay Service (hearing imp | aired) | No Cost |
| Agency Document Manager | No Cost | |
| R3UP Re Entry | No Cost | |
| Defying Destiny-Human Trafficki | No Cost | |
| UnTapped | No Cost | |
| ConConnect | | No Cost |
| | | |

| Work Bay | No Cost |
|---|------------|
| Job Searching | No Cost |
| Honest Jobs | No Cost |
| Core Education Suite: KA Lite Lantern Learning Management System Podcasts/e Books | No Cost |
| Available Additional Technologies: | |
| Lightning Law | At Request |
| Premium Education Suite: Essential Education - GED, digital literacy, workplace essentials Edovo - education, reentry, mental health, and religious content library Mobisystems Office Suite - word processor, spreadsheet, slides, and pdf editor | At Request |
| NaphCare | At Request |
| Lexipol CorrectionsOne | At Request |
| Lexipol CorrectionsOne Grant Services | At Request |

| OPTION TWO | |
|---|--|
| Service and Rate | Ft Bend County Revenue Share Impact |
| Call Rates | |
| - All domestic calls (includes debit) \$0.11/min | 77% |
| - Mexico \$0.11/min | |
| - Other International \$0.11/min | |
| 1 FREE CALL per Person/Week | |
| Minimum Annual Guarantee (MAG) Total | \$700,000 |
| MAG to the County: | \$225,000 |
| MAG generated from commissary: | \$475,000 |
| E Messaging | 25% |
| \$0.25/message | |
| Tablet Premium Content (\$5.00/Month Premium Content fee) | 40% |
| Songs – \$1.06 - \$1.99 | |
| Games – \$0.99 - \$12.99 | |
| Movies - \$1.99 - \$14.99 | |
| Television Episodes - \$0.99 - \$9.99 | |
| Videos Rental - \$0.49 - \$14.99 | |
| Videos Purchase - \$1.99 – \$19.99 | |
| Remote F&F Video Visitation - \$4.99/session, 25 minutes (\$0.19 per minute) | 40% |
| On Site Video Visitation – \$0/Session | No Cost |
| Free Attorney Remote Visitation – \$0/Session | No Cost |
| Inmate Voicemail \$1.99 | 77% |

| Securus Text Connect Packages: | 10% |
|--|---------|
| 50 Texts \$ 5.50 | |
| 100 Texts \$10.45 | |
| 250 Texts \$19.80 | |
| 500 Texts \$35.20 | |
| | |
| | |
| | |
| | 400/ |
| Inmate Initiated Video Visitation \$4.99/session | 40% |
| 25 minutes (\$0.19 per minute) | |
| 2 Onsite dedicated personnel | No Cost |
| Digital Mail Service | No Cost |
| | |
| Investigative Solutions: | No Cost |
| Voice Biometric/Investigator Pro (Voice Identification) | |
| • THREADS | |
| ICER N/and Alast | |
| Word AlertHuman Trafficking Seminars | |
| Traman Trameking Seminars | |
| 1:1 Tablets Tablet Users pay a \$5.00 Premium Content availability fee. | No Cost |
| Upgraded Booking Kiosks | No Cost |
| * Touch screen | |
| * Dual language – English/Spanish | |
| * Multi Coin acceptor | |
| * Multi-Bill acceptor | |
| * Card Swipe – Credit Card/Debit Card | |
| * Holds 1200 bills | |
| * Outside lock entry | |
| * Inside combination lock access to cashbox | |

| ** Touch screen ** Camera ** Dual language – English/Spanish ** Multi/Single Coin acceptor ** Multi/Single Bill acceptor ** Multi/Single Bill acceptor ** Card Swipe – Credit Card/Debit Card ** Holds 1200 bills ** Outside lock entry ** Inside combination lock access to cashbox **Money Transfer Deposit Amounts Fees Solution 1500.00 Salution 1500.00 Salu | Upgraded Lobby Kiosk | No Cost |
|--|--|---------|
| * Dual language – English/Spanish * Multi/Single Coin acceptor * Multi/Single Bill acceptor * Card Swipe – Credit Card/Debit Card * Holds 1200 bills * Outside lock entry * Inside combination lock access to cashbox * Money Transfer Client Klosk Deposit Pees | | No cost |
| * Multi/Single Coin acceptor * Multi/Single Bill acceptor * Card Swipe - Credit Card/Debit Card * Holds 1200 bills * Outside lock entry * Inside combination lock access to cashbox * Money Transfer Client Klosk Deposit Fees | ** Camera | |
| * Multi/Single Bill acceptor * Card Swipe – Credit Card/Debit Card * Holds 1200 bills * Outside lock entry * Inside combination lock access to cashbox * Money Transfer Client Klosk Deposit Fees | * Dual language – English/Spanish | |
| * Card Swipe - Credit Card/Debit Card * Holds 1200 bills * Outside lock entry * Inside combination lock access to cashbox * Money Transfer Client Klosk Deposit Pees | * Multi/Single Coin acceptor | |
| * Holds 1200 bills * Outside lock entry * Inside combination lock access to cashbox Money Transfer Deposit Amounts Fees S0.01 to \$20.00 \$3.305 \$2.00.01 to \$20.00 \$6.95 \$2.00.01 to \$20.00 \$6.95 \$2.00.01 to \$40.00 \$12.95 \$2.00.01 to \$515.00 \$15.50 Automated Information Service No Cost Video Relay Service No Cost Video Relay Service (hearing impaired) No Cost Video Relay Service (hearing impaired) No Cost R3UP Re Entry No Cost UnTapped No Cost ConConnect No Cost | * Multi/Single Bill acceptor | |
| * Outside lock entry * Inside combination lock access to cashbox Money Transfer Client Klosk Deposit Fees | * Card Swipe – Credit Card/Debit Card | |
| *Inside combination lock access to cashbox Money Transfer Client Klosk Deposit Fees | * Holds 1200 bills | |
| Money Transfer Client Klosk Deposit Fees | * Outside lock entry | |
| Client Klosk Deposit Fees Deposit Amounts Fees \$0.01 to \$20.00 \$3.95 \$2.001 to \$100.00 \$6.95 \$100.01 to \$20.00 \$8.95 \$2200.01 to \$300.00 \$10.95 \$3200.01 to \$300.00 \$10.95 \$3200.01 to \$300.00 \$11.095 \$3200.01 to \$400.00 \$11.295 \$400.01 to \$515.00 \$15.50 Automated Information Service No Cost Video Relay Service No Cost Video Relay Service (hearing impaired) No Cost Video Relay Service (hearing impaired) No Cost R3UP Re Entry No Cost No Cost Defying Destiny-Human Trafficking Podcasts No Cost UnTapped No Cost No Cost ConConnect No Cost No Cost No Cost ConConnect No Cost No Cost No Cost ConConnect No Cost No Cost ConConnect No Cost No Cost No Cost ConConnect | | No Cost |
| Deposit Amounts | | NO COST |
| Si Si Si Si Si Si Si Si | | |
| S20.01 to \$100.00 \$6.95 \$10.01 to \$200.00 \$8.95 \$200.01 to \$300.00 \$10.95 \$300.01 to \$400.00 \$12.95 \$400.01 to \$515.00 \$15.50 \$15.50 \$15.50 \$10.95 | | |
| \$100.01 to \$200.00 \$1.05 | | |
| S200.01 to \$300.00 \$10.95 | | |
| \$300.01 to \$400.00 \$12.95 | | |
| Automated Information Service No Cost Video Relay Service No Cost Law Library No Cost Video Relay Service (hearing impaired) No Cost Agency Document Manager No Cost R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts UnTapped No Cost No Cost No Cost | \$200.01 to \$300.00 \$10.95 | |
| Automated Information Service No Cost Video Relay Service Law Library No Cost Video Relay Service (hearing impaired) No Cost Agency Document Manager No Cost R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts UnTapped No Cost No Cost No Cost No Cost | | |
| Video Relay Service Law Library No Cost Video Relay Service (hearing impaired) No Cost Agency Document Manager No Cost R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts No Cost UnTapped No Cost No Cost No Cost | \$400.01 to \$515.00 \$15.50 | |
| Law Library No Cost Video Relay Service (hearing impaired) No Cost Agency Document Manager No Cost R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts No Cost UnTapped No Cost ConConnect No Cost | Automated Information Service | No Cost |
| Video Relay Service (hearing impaired) Agency Document Manager No Cost R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts UnTapped No Cost No Cost No Cost No Cost | Video Relay Service | No Cost |
| Agency Document Manager R3UP Re Entry No Cost Defying Destiny-Human Trafficking Podcasts UnTapped ConConnect No Cost No Cost | Law Library | No Cost |
| R3UP Re Entry Defying Destiny-Human Trafficking Podcasts UnTapped ConConnect No Cost No Cost | Video Relay Service (hearing impaired) | No Cost |
| Defying Destiny-Human Trafficking Podcasts UnTapped No Cost ConConnect No Cost | Agency Document Manager | No Cost |
| UnTapped No Cost ConConnect No Cost | R3UP Re Entry | No Cost |
| ConConnect No Cost | Defying Destiny-Human Trafficking Podcasts | No Cost |
| | UnTapped | No Cost |
| Work Bay No Cost | ConConnect | No Cost |
| | Work Bay | No Cost |

| Job Searching | No Cost |
|------------------------------------|---------|
| | |
| Honest Jobs | No Cost |
| Core Education Suite: | No Cost |
| • KA Lite | |
| Lantern Learning Management System | |
| Podcasts/e Books | |

Summary

Securus has worked hard to tailor this offer that fully addresses the specific needs of the County, the Sheriff's Office, and your community. We recognize that Ft Bend County may wish to propose modifications to any of our offers, and Securus is willing to work with the County in a flexible manner after your full review of our proposal.

TAB 3 MAINTENANCE AND SUPPORT

34.0 MAINTENANCE AND SUPPORT:

34.1 Support and Service Capability: Each Respondent will maintain sole and absolute responsibility for maintenance and service of the proposed system at no cost to County. Respondent must provide on-site technicians, alternate technicians, trainers, and other staff must pass background checks and be approved by the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide maintenance and service of the system at no cost to the County. We will provide an onsite Field Service Administrator (FSA) and an onsite Field Service Client Administrator (FSCA) to support the project. Training will be provided at no cost to the County, and we understand that staff must pass background checks.

Technical Support Services

Securus provides superior customer service from a state-of-the-art operations center located in the Dallas metro area. More than 50 technicians staff the Securus Technical Support Center (TSC) to ensure prompt problem resolution. The average tenure of our technicians is 8 years and the average tenure for our technical support management is 10 years.

The Securus TSC serves as a single point of contact for facility staff to request service **24 hours a day, seven days a week, 365 days per year.** There are three ways to contact the TSC:

Telephone: 866-558-2323

Request portal

• Fax: 800-368-3168

The TSC uses a call distribution system to manage the flow of inbound customer calls automatically routing calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times and service level agreements that accomplish our objective of providing timely resolution to each request.

Technicians assign each service request one of three initial priority levels, each with resolution and escalation timelines. Every effort is made to resolve the problem remotely within the designated timeframes, and Securus resolves most service requests during the initial request. If necessary, a field service technician is dispatched to the facility to expedite resolution.

The TSC uses an event tracking system that logs, tracks, manages, and assures appropriate response to all service requests. The service request generates a trouble ticket with priority level assignment that drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem and either resolves the problem or engages an appropriate party for problem resolution. The TSC retains ownership of all service requests and is responsible for the escalation and update functions.

Service Response Times and Escalations

| PRIORITY | SERVICE PRIORITY DESCRIPTION | TECH SUPPORT RESOLUTION TIME | OTHER DEPARTMENTS/ TECH SUPPORT/ FIELD SERVICE RESOLUTION TIME |
|----------|--|---------------------------------|---|
| P1 | 50+% system degradation (phones, tablet network, SVC, user interface) | 24 hours | 48 hours |
| P2 | 25% - 49.9% system degradation (phones, tablet network, SVC, user interface) | 72 hours | 5 business days |
| P3 | All other transactional cases (password resets, blocks/ unblocks, singular break/fix issues, etc.) | 5 business days | 10 business days |

CUSTOMER COMMUNICATION GUIDELINE & ESCALATIONS

- Securus Technical Support Center notifies the facility when the service issue is resolved.
- If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival.
- If response is delayed, escalation procedures are activated to allocate appropriate resources to resolve the service request in the following order:
 - o Technical Support Manager & Field Service Manager
 - o Director, Customer Success & Director, Field Operations
 - o Chief Operating Officer

The Securus Field Service Team

The Securus Field Service Team solves technology issues that arise at your site during our contract. **The** Fort Bend County Jail **system will work with minimal downtime.**

- Rapid response by local field technicians with extensive skills and experience
- Quick access to on-hand replacement parts inventory
- Proactive preventative system maintenance

We have one of the largest Field Service Teams in the industry strategically positioned across the nation for quick response. **Our Field Service Technicians average 7+ years of experience at Securus**, bring an extensive telecommunications background, and are Securus-certified to service all products. In addition, our Field Service Technicians have the support of local Service Managers and Regional Managers, a centralized Field Dispatch Team, a Project Management Team, an Onsite Installation Team, and the Securus Engineering Department. Fort Bend County Jail gets minimal downtime and expedited repairs.

If Fort Bend County Jail identifies an issue, a call to the Securus Technical Support Center at 1-866-558-2323 will initiate Securus response. If onsite service is required, the Field Dispatch Team assigns the local Field Service Technician, determines an estimated time of arrival onsite (typically less than two hours), and confirms service time with Fort Bend County Jail. Upon arrival, the Field Service Technician meets with the primary site contact to review the problem. Typical repairs might include repairing or replacing parts, correcting configuration settings, or re-wiring.

Our Field Service Technicians maintain an extensive replacement parts inventory onsite at your facility and/or on their service vehicle. Located nationwide, the Securus replacement parts inventory exceeds \$3.5 million, and most repairs are resolved with local, on-hand parts. When additional parts are needed our Team works together to get the supplies to your facility fast.

After the reported issue is resolved, **the Field Service Technician proactively performs a system check to detect additional issues and completes preventative maintenance** including cleaning system filters, testing system features, functionality, and individual units, and workstation inspections. Our goal is to address any additional problems during the same visit when possible. Upon completion of all work, the Field Service Technician confirms satisfactory resolution with Fort Bend County Jail and documents all work for future reference.

Fort Bend County Jail receives a satisfaction survey via e-mail following each service event and, if there is any concern noted, it is addressed immediately. Your local Service Manager or account representative will contact Fort Bend County Jail promptly to discuss your concern and implement a corrective action plan. As a result of this focus on customer service, Securus customers regularly give high marks in the satisfaction surveys following field service events.

Spare Parts

Our field service technicians maintain a working level of spare parts for minor repairs consisting of telephone/terminal sets, handsets, dials, and replacement circuit boards, either on-site or in their truck. If a technician does not have a required part, we will dropship the item to the site or ship counter-to-counter on the same day in critical situations.



Securus Service Portal

Empower your staff with real-time management of technical support needs: The Securus Service Portal is a customer service application through which technical support and help requests are submitted to the appropriate department.



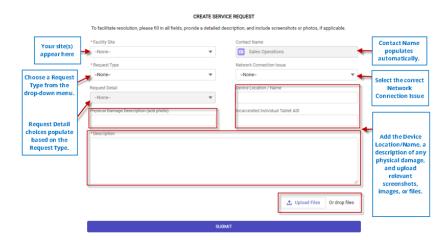
Benefits include:

- Drop-down topic selection to assign tickets to the correct department at Securus
- 24x7x365 access to the status of your request
- Immediate access to comments, notes, and expected resolution timelines

- Check the status of, update, or cancel your request without reaching an account manager
- Run reports on submitted tickets, work in progress, and completed requests

Creating Service Requests

Enter as much information as possible to help our service teams resolve your service request as soon as possible.



After submitting the ticket details, you'll receive an assigned case number that you can use to view this service request later or receive automatic notifications when an action is taken on your ticket.

Viewing, Updating, and Closing out Service Requests

From the Portal dashboard, you can easily see the status of service requests, update them with additional information or, if the issue has resolved itself, ask for the request to be closed out without further assistance.

Viewing Service Requests

From the Existing Requests button, you can view, filter, and export a list of existing service requests by the following criteria:

- Site
- Status (open/closed)
- Date range
- Product group

You can also click on a Service Request Number to view comments made by the assigned Technical Support Agent regarding the status of the submitted request.

<u>Updating Service Requests</u>

From an open service ticket, you can provide more information, add comments, upload images, view comments, and follow a service request to receive automatic notifications.

Voluntarily Closing a Service Request

If the issue is resolved, you can close the service request by writing "Close Out Request" in the Comment section and then clicking the Comment button to submit.

Network Operations Center (NOC)

We continuously monitor all data centers, infrastructure components, platform systems, and communications services using a suite of network performance monitors. The performance monitors are highly configurable to provide real-time monitoring, event notification, alert history, and statistical information. An alarm condition creates immediate visual alerts and email notifications.

The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems, including the NextGen SCP, network, back-office systems, and data centers. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. In addition to system and network-level monitoring, the NOC also monitors real-time video surveillance and environmental alerts for our data centers. Securus maintains a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.



Securus Primary Network Operations Center

Securus Network Operations Center



Premise Equipment

The Securus Technical Support team provides 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including Integrated Access Devices (IADs), Visitation Phone Monitoring (VPM) units, switches, and Uninterrupted Power Supply (UPS) systems. The systems are polled every two minutes to ensure proper operation, and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, Securus will open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, a Securus Field Technician is dispatched to the facility for on-site repair.

In addition to real-time monitoring and alerting, Securus Technical Support also leverages the network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. The detailed level of monitoring available via our network performance monitor allows the Technical Support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

Infrastructure Inspections

System Administrators make scheduled inspections of all systems and routinely perform preventive maintenance and software enhancements as directed by a Production Change Control steering group. In addition, Securus change control practices have been reviewed and are compliant with PCI DSS and our Internal Controls for Financial Reporting.

34.2 Trouble Help Desk: Respondent shall provide facility staff a toll-free Help Desk number that can be reached 24 hours a day, 365 days a year to report system problems. The Help Desk should be Respondent-run and staffed and located in the United States.

Respondents are required to detail in their proposal the location and staffing of the help desk.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus provides superior customer service from a state-of-the-art operations center located in the Dallas metro area. More than 50 technicians staff the Securus Technical Support Center (TSC) to ensure prompt problem resolution. The average tenure of our technicians is 8 years and the average tenure for our technical support management is 10 years.

Technical Support Services

The Securus TSC serves as a single point of contact for facility staff to request service **24 hours a day, seven days a week, 365 days per year.** There are three ways to contact the TSC:

Telephone: 866-558-2323

Request portal

Fax: 800-368-3168

The TSC uses a call distribution system to manage the flow of inbound customer calls automatically routing calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times and service level agreements that accomplish our objective of providing timely resolution to each request.

Technicians assign each service request one of three initial priority levels, each with resolution and escalation timelines. Every effort is made to resolve the problem remotely within the designated timeframes, and Securus resolves most service requests during the initial request. If necessary, a field service technician is dispatched to the facility to expedite resolution.

The TSC uses an event tracking system that logs, tracks, manages, and assures appropriate response to all service requests. The service request generates a trouble ticket with priority level assignment that drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem and either resolves the problem or engages an appropriate party for problem resolution. The TSC retains ownership of all service requests and is responsible for the escalation and update functions.

Customer Service Help Desk

Securus' US-based call center (Securus Friends and Family Call Center, SFFCC) provides customer service to friends and family members of Inmates through live agent support 24x7x365.

Customers can use our toll-free number (1-800-844-6591) to either speak to a live agent or use an intuitive, automated interactive voice response system to help them with their needs. For added convenience, we also offer personal account access via our website (www.securustech.net) and Securus mobile app.

Our agents help customers with:

- Setting up and funding accounts
- Making payment arrangements
- Obtaining information on credit limits
- Resolving complaints
- Blocking and unblocking numbers
- Reviewing call durations and history
- Learning about MoneyGram® options
- Learning about Western Union® options
- Receiving information on new services
- Confirming originating facility
- Reviewing account balances
- Answering questions and helping customers with refund requests
- Managing account notifications

Our customer service agents provide both English and Spanish support with the goal of resolving all customer issues in one call. We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. SFFCC supervisors are always available to assist with resolution if needed. Although typically unnecessary, if a caller requests to escalate a call beyond the SFFCC Supervisor, then SFFCC Managers and SFFCC Directors are on call.

Staffing for TSC, SFFCC, and Field Service

- TSC has approximately 90 employees- Primarily located in the State of Texas.
- SFFCC has approximately 104 employees--Primarily located in Texas, Florida, and Indiana.
- Field Service Support has approximately 222 Field Service Technicians--26 of whom reside in Texas.

 Securus has 159 Field Service Client Administrators (FSCAs) with 15 supervisors / managers

Trainings and Skills Development for TSC and Help Desk Staff

Top professionals provide Fort Bend County Jail **with solutions to technical issues:** We seek the best and most talented individuals to join our team. We recruit CCNA, MCSE, MCP, MCDBA, A+, Net+ and other industry standard telecommunications certifications and experience.

Complex Inmate **telecommunications systems require comprehensive training:** All technicians complete comprehensive training led by our in-house Training Department and senior subject matter experts. Additional training, demonstrated customer service skills, and technical proficiency is required to advance to higher levels within Technical Support.

Continuing education and skill development allow our team to deliver up-to-date solutions and resolutions for Fort Bend County Jail: We use desktop learning as part of our ongoing skill enhancement program. Courses are accessible 24x7x365 and cover a variety of topics from highly technical industry standards to our proprietary software application. Securus also funds continuing education for associates who pursue degrees or advanced technical training.

This commitment to education and training creates a knowledgeable team ready to handle the most-complex technical issues, so you have a reliable Inmate telecommunications system.

34.3 Ticket Escalation: Respondent must have and include in the proposal a well defined escalation procedure for dealing with issues that are not resolved within the agreed upon time frame. Upon contract award, the Respondent is to provide County with specific names, titles, and personal-contact information for the individuals involved in ticket escalation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The ticket escalation process is described below, and Securus will provide specific names, titles, and contact information for the individuals involved in the ticket escalation process.

Trouble Reporting



Trouble reporting and ticket resolution will be managed by our Trouble Reporting and Resolution Center in Dallas Texas. This center will manage all reported troubles to resolution while keeping you informed throughout the process.

Trouble Reporting – Inmate Support

More than any other provider in corrections, Securus has more than 10 years' experience providing multiple methods to trouble-shoot and resolve issues without engaging with agency staff. Inmates can access self-help by searching through a long list of frequently asked questions to help them resolve most issues immediately. In addition, Securus' two-way ticketing system allows inmates to submit a ticket and receive a response from one of our support representatives. This process provides the fastest time to resolution while reducing staff time needed to address complaints and technical issues.

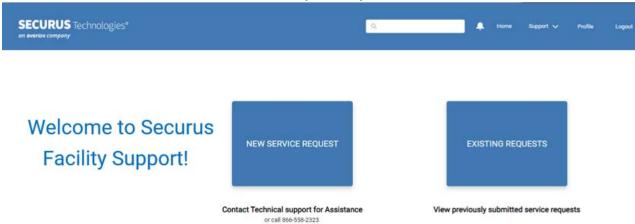
Family and Friends Support

The Unity Tablet Program allows family and friends to order and pay for their loved one's tablet. They can also access Securus online for support. Our Dallas-based call center responds to family and friends issues or concerns 24x7x365.

Securus Service Portal

Empower your staff with real-time management of technical support needs: The Securus Service Portal is a customer service application through which technical support and help requests are submitted to the appropriate department.

Service Request Options

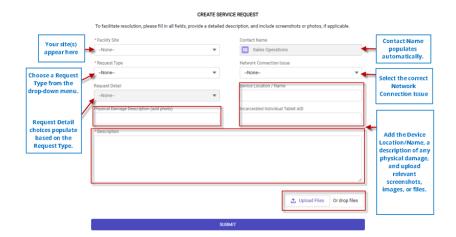


Benefits include:

- Drop-down topic selection to assign tickets to the correct department at Securus
- 24x7x365 access to the status of your request
- Immediate access to comments, notes, and expected resolution timelines
- Check the status of, update, or cancel your request without reaching an account manager
- Run reports on submitted tickets, work in progress, and completed requests

Creating Service Requests

Enter as much information as possible to help our service teams resolve your service request as soon as possible.



After submitting the ticket details, you'll receive an assigned case number that you can use to view this service request later or receive automatic notifications when an action is taken on your ticket.

Viewing, Updating, and Closing out Service Requests

From the Portal dashboard, you can easily see the status of service requests, update them with additional information or, if the issue has resolved itself, ask for the request to be closed out without further assistance.

Viewing Service Requests

From the Existing Requests button, you can view, filter, and export a list of existing service requests by the following criteria:

- Site
- Status (open/closed)
- Date range
- Product group

You can also click on a Service Request Number to view comments made by the assigned Technical Support Agent regarding the status of the submitted request.

Updating Service Requests

From an open service ticket, you can provide more information, add comments, upload images, view comments, and follow a service request to receive automatic notifications.

Voluntarily Closing a Service Request

If the issue is resolved, you can close the service request by writing "Close Out Request" in the Comment section and then clicking the Comment button to submit.

Technical Support Staff

The first line of communication is our Technical Support staff. The Technical Support Manager and Senior Director of Operations oversee the Technical Support group and are involved in problem escalation and resolution.

34.4 External Customer Support: Respondent shall provide a Respondent-run and staffed billing customer support help desk. Respondents are required to detail in their

proposal the location, staffing, and availability of the help desk; as well as the services provided to the external party by this support group.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus' US-based call center (Securus Friends and Family Call Center, SFFCC) provides customer service to friends and family members of Inmates through live agent support 24x7x365.

Customers can use our toll-free number (1-800-844-6591) to either speak to a live agent or use an intuitive, automated interactive voice response system to help them with their needs. For added convenience, we also offer personal account access via our website (www.securustech.net) and Securus mobile app.

Our agents help customers with:

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- Making payment arrangements
- Obtaining information on credit limits
- Resolving complaints
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- Reviewing call durations and history
- Learning about MoneyGram® options
- Learning about Western Union® options
- Receiving information on new services
- Confirming originating facility
- Reviewing account balances
- Answering questions and helping customers with refund requests
- Managing account notifications

Our customer service agents provide both English and Spanish support with the goal of resolving all customer issues in one call. We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. SFFCC supervisors are always available to assist with resolution if needed. Although typically unnecessary, if a caller requests to escalate a call beyond the SFFCC Supervisor, then SFFCC Managers and SFFCC Directors are on call.

Bilingual Service Support

To support our Spanish-speaking customers, we offer our customers the option to speak to a Spanish-speaking representative at our US call center or someone in Dominican Republic. This would be the only circumstance in which a call from an Inmate call recipient will ever

be answered by a service representative located outside of the United States. However, less than 0.5% of callers choose this option.

Staffing for TSC, SFFCC, and Field Service

- TSC has approximately 90 employees- Primarily located in the State of Texas.
- SFFCC has approximately 104 employees--Primarily located in Texas, Florida, and Indiana.
- Field Service Support has approximately 222 Field Service Technicians--26 of whom reside in Texas
- Securus has 159 Field Service Client Administrators (FSCAs) with 15 supervisors / managers

34.5 Training: At no additional cost to County, hands-on training is to be provided onsite for all personnel using the proposed systems. Continuing education and training should be made available either on-site or using a remote online feature without cost to the County. At no charge, the Respondent must provide, upon completion of training, one

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus provides product training for all NextGen SCP™ features in the agreement with the County. Experienced Securus employees conduct all training through online instructor-led classes or on-site, one-on-one and classroom training sessions at no cost. We deliver standard training using both hands-on experiences with your data and using instructor demonstrations to ensure each trainee understands all NextGen SCP functions.

Securus training programs enable facility staff to use all features the first day of installation. Since our products are web-based, after a two or three-hour training session, most facility staff can easily maneuver through the system's features.

In addition to standard training, Securus will develop an online training experience to meet the unique needs of your staff and facility. We offer separate classes focused on different agency functions such as investigations, live call monitoring, and system administration. Securus offers online instructor-led courses available twice a month throughout the year for product upgrades, new facility staff, or general refreshers. Securus' ongoing training ensures your staff always "stays on top" of current and newly released NextGen SCP features.

NextGen SCP Training Course Modules

Securus is committed to providing your staff with training that will maximize the potential of the features implemented at your facility. Training courses are offered in a user-friendly, task-oriented format to teach your staff what they need to know to do their jobs. We

present courses in separate modules based on the types of duties officers tend to perform using the NextGen SCP inmate telephone system while focusing on the unique features of our applications.

The following table presents the standard NextGen SCP training course modules and associated learning objectives.

NextGen SCP Course Modules:

Inmate Telephone System

Course Module Objective

| Overview and Navigation | Logging-in |
|-------------------------|---|
| | Navigating through the features |
| | Managing user password |
| | Managing user profile |
| | Manage system utility icons |
| Dashboard | Review system announcements |
| | Manage widgets |
| Monitor | Monitor live calls |
| | Forward Live Calls |
| | Add Notes to Live Calls |
| Explore | Review Inmate Activity |
| | Review Communication Records |
| | Control Covert Alerts |
| | Review System Logs |
| | Review PAN Frequency |
| Investigate | Open Investigator Pro |
| | Open THREADS |
| | Open ICER |
| | Open WCS |
| Manage | Inmates |
| | Inmate PAN |
| | eMessaging |
| Administration | Control Facility and Sites |
| | |

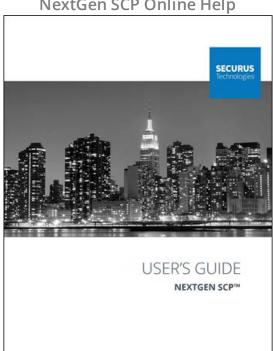
- Control Phone Numbers
- Control Call Settings
- **Create Security Roles**
- Manage Users

NextGen SCP Online Help

Online self-help is always available from a convenient Help menu accessible through NextGen SCP. Trainees use this PDF document to find quick answers to their questions about NextGen SCP. Keyword searching offers immediate access to the information or users can follow the table of contents for a full learning experience. Step-by-step instructions are designed to help the user complete tasks.

Officers can print one topic or the entire help system if a full user manual is preferred. Securus continuously upgrades and enhances NextGen SCP, so we recommend only printing the section needed to ensure all printed material is current.

The following figure illustrates the NextGen SCP online PDF document.



NextGen SCP Online Help

A wide variety of Training Approaches are available

We offer the following training programs for our facility customers:

- Onsite Training Courses—Customized training on our investigative products at your facility. This training includes hands-on activities.
- Dedicated Webinars—Online webinar training on our investigative products. These webinars are coordinated and scheduled during a convenient time for the facility.
- Monthly Webinars—Provide an introduction to our investigative products. These webinars occur every month, usually around the same time/date of each month.
- Securus University—Provides each facility with online access to product training material, including PowerPoint presentations, user guides, quick reference guides, tutorials, and other reference material. Securus University is available 24x7x365.
- Regional Investigator's Workshops—Investigators from different regions meet for customized onsite training on our investigative products and how to use these products to assist in their investigations
- Regional Administrator Workshops—Administrators from different regions meet for customized onsite training on our products. This training focuses on features, processes, and reports that Administrators need to understand to support their facility using these products.

Training Course Modules

SVC on NextGen SCP

Securus is committed to providing your staff training to maximize the potential of the features implemented at your facility. Training courses are in a user-friendly, task-oriented format to teach your officers what they need to know to do their job. We present courses in separate modules based on the types of duties officers perform using the NextGen Secure Communications Platform™ (NextGen SCP™) system and help them understand the unique features of the application.

The following table presents the standard NextGen SCP with Securus Video Connect™ (SVC™) training course modules and associated learning objectives.

NextGen SCP with SVC Course Modules

| Course Module | Objective | |
|-------------------------|--|--|
| Overview and Navigation | Logging-inNavigating through the features | |
| | Managing user passwordManaging user profile | |

| | Manage system utility icons | | |
|----------------|---|--|--|
| Dashboard | Review system announcements | | |
| | Manage widgets | | |
| Monitor | Monitor live visits | | |
| | Add Notes to Live Visits | | |
| | Review Inmate Activity | | |
| Explore | Review Communication Records | | |
| | Review System Logs | | |
| Investigate | Open Investigator Pro | | |
| | Open THREADS | | |
| | ■ Open ICER | | |
| | ■ Open WCS | | |
| Manage | ■ Inmates | | |
| | ■ Inmate PVL | | |
| | Video Session Notification | | |
| | Emergency Video Connect | | |
| | Visits | | |
| | Visitors | | |
| | eMessaging | | |
| Administration | Control Facility and Sites | | |
| | Control Phone Numbers | | |
| | Visitor Types | | |
| | Visit Rules | | |
| rammodadon | Visit Schedules | | |
| | Security Roles | | |
| | Facility Portal | | |
| | Install Video Client | | |

(1) set of appropriate training documentation per installed facility. Describe, in the proposal, the training program, including description of course and any applicable documents or training aids.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Depending on the product we have user guides, Job Aids, and in some cases short videos on specific functionalities and on-demand links for pre-recorded webinars

34.6 Service and Support Policies: Respondent shall explain in detail the maintenance service and support provided for the proposed systems, including the company's policy for updating the user interface software as new versions are released.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

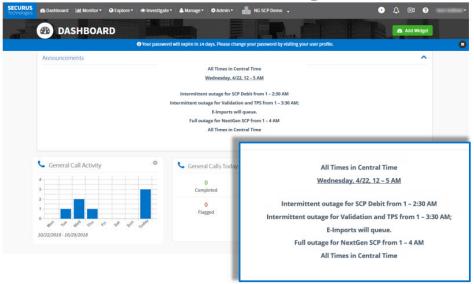
General policies for maintenance and service support are answered in this section (34.0 Maintenance and Support). The process for upgrades is provided below:

Software Upgrades and System Updates

Current technology provides better support and higher satisfaction: Securus delivers NextGen SCP software upgrades and systems updates to all customers three to four times per year with no downtime. Our updates keep pace with advances in technology and the evolving challenges in the corrections industry. More than just fixing glitches and small changes, these software updates deliver new features and capabilities.

Minimize disruptions to communications and your work: To deliver updates and perform maintenance events, Securus uses an after-hours process. Fort Bend County Jail will be notified in advance of an upcoming system update; a notice of upcoming work is shown at login, and an announcement widget appears on the NextGen SCP dashboard with a link to summaries of upgrades and new features.

Announcement Widget



34.7 Trouble Ticket Flow and Escalation Procedures: Respondent shall explain in detail the process for trouble tickets and the escalation procedures for service and support issues.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The ticket escalation process is described below, and Securus will provide specific names, titles, and contact information for the individuals involved in the ticket escalation process.

Trouble Reporting



Trouble reporting and ticket resolution will be managed by our Trouble Reporting and Resolution Center in Dallas Texas. This center will manage all reported troubles to resolution while keeping you informed throughout the process.

Trouble Reporting – Inmate Support

More than any other provider in corrections, Securus has more than 10 years' experience providing multiple methods to trouble-shoot and resolve issues without engaging with agency staff. Inmates can access self-help by searching through a long list of frequently asked questions to help them resolve most issues immediately. In addition, Securus' two-way ticketing system allows inmates to submit a ticket and receive a response from one of our support representatives. This process provides the fastest time to resolution while reducing staff time needed to address complaints and technical issues.

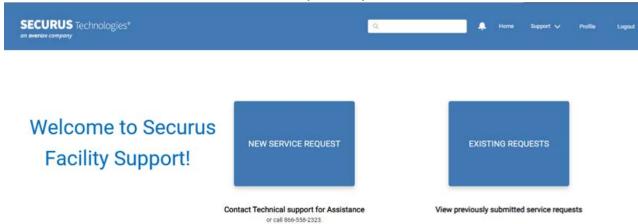
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Securus Service Portal

Empower your staff with real-time management of technical support needs: The Securus Service Portal is a customer service application through which technical support and help requests are submitted to the appropriate department.

Service Request Options

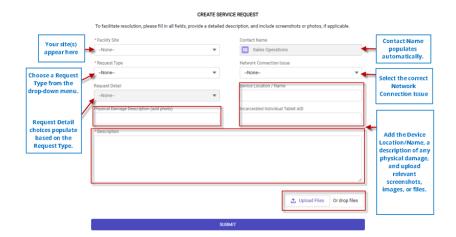


Benefits include:

- Drop-down topic selection to assign tickets to the correct department at Securus
- 24x7x365 access to the status of your request
- Immediate access to comments, notes, and expected resolution timelines
- Check the status of, update, or cancel your request without reaching an account manager
- Run reports on submitted tickets, work in progress, and completed requests

Creating Service Requests

Enter as much information as possible to help our service teams resolve your service request as soon as possible.



After submitting the ticket details, you'll receive an assigned case number that you can use to view this service request later or receive automatic notifications when an action is taken on your ticket.

Viewing, Updating, and Closing out Service Requests

From the Portal dashboard, you can easily see the status of service requests, update them with additional information or, if the issue has resolved itself, ask for the request to be closed out without further assistance.

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From the Existing Requests button, you can view, filter, and export a list of existing service requests by the following criteria:

- Site
- Status (open/closed)
- Date range
- Product group

You can also click on a Service Request Number to view comments made by the assigned Technical Support Agent regarding the status of the submitted request.

<u>Updating Service Requests</u>

From an open service ticket, you can provide more information, add comments, upload images, view comments, and follow a service request to receive automatic notifications.

Voluntarily Closing a Service Request

If the issue is resolved, you can close the service request by writing "Close Out Request" in the Comment section and then clicking the Comment button to submit.

Technical Support Staff

The first line of communication is our Technical Support staff. The Technical Support Manager and Senior Director of Operations oversee the Technical Support group and are involved in problem escalation and resolution

34.8 On-site Technician: Respondent shall provide one full-time onsite technician familiar with and able to maintain all proposed system hardware, including regular preventative maintenance. On-site technician will also be responsible for:

 Providing reports and records to approved requestors on a one-time and reoccurring basis Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County

- Activating and distributing new tablets to inmates as determined by County
- Managing earbud or headphone replacement as determined by County
- Testifying on behalf of Respondent in court when required

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Jared Bluford – Onsite Field Service Technician started 2023. His resume is included in **Attachment No. 2.**

His duties include, but are not limited to:

- Repairs, maintains, programs and installs telecommunications hardware, associated LAN/WAN/networking hardware/software, various electronic equipment and wiring per specifications, codes, standards and operational procedures in correctional facilities
- Repairs/installs phones, kiosk, video terminals, WAP's, tablets and other required equipment within correctional facilities within assigned area of responsibility.
- Communicates with dispatchers to receive work assignments and provides dispatchers with ETA for arrival and departure information
- Troubleshoots situations where standard procedures have failed in isolating or resolving problems while interfacing with multiple departments for problem resolution
- Provide administrative services on as needed basis or when dedicated to a
 particular customer: data entry including PIN/PAN, blocks/unblocks, customer
 reporting, training, providing CDR reports, assisting with video visitation and
 burning recordings and/or video to CD/DVD per subpoena and testifying in court
 when required
- Maintains inventory of equipment and tools Manages and maintains assigned company inventories and assets (tool, vehicle, parts inventory, laptop etc.)

34.9 On-Site Tablet Administrator: Respondent shall provide an on-site tablet administrator to manage all aspects of the 1:1 tablet program. The Tablet Administrator will assist the On-Site Technician and also be responsible for:

- Providing reports and records to approved requestors on a one-time and recurring basis
- Investigating and answering inmate requests regarding systems provided by Respondent, including PIN theft complaints and other topics as determined by County
- Activating and distributing new tablets to inmates as determined by County

- Managing earbud or headphone replacement as determined by County
- Testifying on behalf of Respondent in court when required.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Tulluja Roper - Onsite tablet administrator started February 2024. Her resume is included in **Attachment No. 2**. Her duties include, but are not limited to:

- Manages and maintains assigned company inventories and assets (tablets, accessories, tools, parts inventory, laptop etc.)
- Distribute tablets and accessories to approved incarcerated individuals
- Collect and track customer statistics and trends that may assist in determining future account behavior and opportunities.
- Oversee rollout of services for newly acquired clients to align both parties' interests
- Maintain a high level of client satisfaction through outstanding customer service and support.
- Required to attend onsite meetings as designated by facility leadership
- Perform basic Technical Support functions (password resets and handouts, user set up, etc...) and basic product training as needed or requested by the customer.
- Travel to neighboring facilities within an assigned region sometimes with minimal lead time as a backup.

34.10 Service Level Classifications: Service level classifications and response times should be clearly outlined. Example: Priority 1 – 2 hours, Priority 2 – 24 hours, Priority 3 – 72 hours, all to be supported by a Notice or Resolution

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide maintenance and service of the system at no cost to the County. We will provide an onsite Field Service Administrator (FSA) and an onsite Field Service Client Administrator (FSCA) to support the project. Training will be provided at no cost to the County, and we understand that staff must pass background checks. This will allow Securus to respond quickly to high priority issues. They will then work with technical support to resolve any issues.

Technical Support Services

Securus provides superior customer service from a state-of-the-art operations center located in the Dallas metro area. More than 50 technicians staff the Securus Technical Support Center (TSC) to ensure prompt problem resolution. The average tenure of our technicians is 8 years and the average tenure for our technical support management is 10 years.

The Securus TSC serves as a single point of contact for facility staff to request service **24 hours a day, seven days a week, 365 days per year.** There are three ways to contact the TSC:

• Telephone: 866-558-2323

Request portal

• Fax: 800-368-3168

The TSC uses a call distribution system to manage the flow of inbound customer calls automatically routing calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times and service level agreements that accomplish our objective of providing timely resolution to each request.

Technicians assign each service request one of three initial priority levels, each with resolution and escalation timelines. Every effort is made to resolve the problem remotely within the designated timeframes, and Securus resolves most service requests during the initial request. If necessary, a field service technician is dispatched to the facility to expedite resolution.

The TSC uses an event tracking system that logs, tracks, manages, and assures appropriate response to all service requests. The service request generates a trouble ticket with priority level assignment that drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem and either resolves the problem or engages an appropriate party for problem resolution. The TSC retains ownership of all service requests and is responsible for the escalation and update functions.

Service Response Times and Escalations

| PRIORITY | SERVICE PRIORITY DESCRIPTION | TECH SUPPORT RESOLUTION TIME | OTHER DEPARTMENTS/ TECH SUPPORT/ FIELD SERVICE RESOLUTION TIME |
|----------|--|---------------------------------|---|
| P1 | 50+% system degradation (phones, tablet network, SVC, user interface) | 24 hours | 48 hours |
| P2 | 25% - 49.9% system degradation (phones, tablet network, SVC, user interface) | 72 hours | 5 business days |
| P3 | All other transactional cases (password resets, blocks/ unblocks, singular break/fix issues, etc.) | 5 business days | 10 business days |

CUSTOMER COMMUNICATION GUIDELINE & ESCALATIONS

- Securus Technical Support Center notifies the facility when the service issue is resolved.
- If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival.
- If response is delayed, escalation procedures are activated to allocate appropriate resources to resolve the service request in the following order:
 - o Technical Support Manager & Field Service Manager
 - o Director, Customer Success & Director, Field Operations
 - o Chief Operating Officer

TAB 4 COMPANY BACKGROUND

38.0 COMPANY BACKGROUND:

38.1 Experience, Expertise and Qualifications: Respondent's Resume – Provide a detailed description of Respondent's experience within the last five (5) years, including:

Any and all names used to provide inmate telephone services. Include the following information:

- Areas served
- Credentials, licenses and abilities of Respondent
- Provide criteria and procedures used in hiring, training and monitoring staff

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

At Securus, our vision is to equip every public safety, law enforcement, and corrections agency throughout the world with our civil and criminal justice technology solutions. Securus' powerful, connected technology protects the world and drives continuous innovation with an exceptional focus on solutions that best serve our customers.

SECURUS AT A GLANCE

30+ years in business

1300+ employees

1,700+ installed sites

297+ million completed calls for the past twelve months

99.9% network uptime

300 patents issued and pending

89% customer retention rate

Our Presence

For 30+ years, facilities, inmates, and the family and friends of inmates have relied on our communication solutions designed to fulfill their needs. We continue to leverage our technical expertise and expand our portfolio with complementary products and services that go beyond communications.

We have the resources to install and operate jail and prison facility telecommunications systems, from the smallest facilities to the largest DOCs, including Florida DOC; Louisiana DOC; Missouri DOC; Illinois DOC; Kentucky DOC; Pennsylvania DOC; Connecticut DOC; New

York City DOC; Boston, Massachusetts; Denver, Colorado; Dallas, Texas; Seattle, Washington; and Portland, Oregon. We are uniquely equipped to handle any inmate population.



Locations served by Securus Technologies

Our Values

Our culture focuses on people being innovative, exceptional, focused, and trustworthy. These characteristics actively contribute to the company's long-term success and explain the passion Securus has for technological advancements and outstanding service. Below are our core values:

TRUSTWORTHY

Securus strives to operate with transparency and embodies the highest levels of integrity, honesty, and truthfulness.

FOCUSED

Securus focuses on delivering products and services that align with our overarching vision – ensuring our world is secure.

EXCEPTIONAL

Securus is committed to delivering the best solutions comprised of the industry's best technology, products, and services.

INNOVATIVE

Securus leads the industry in investments to support ongoing technological advancements – resulting in numerous patents. We combine information, product features, and services in a customized way to meet the unique needs of every customer.

What We Do

We can provide a full spectrum of civil and criminal justice technology solutions.







SOLUTIONS

Digital evidence is everywhere.

Systems that merge big data, voice biometrics, and pattern identification, providing early detection

CORRECTIONS SOLUTIONS

Technology eases operational burdens.

Systems that modernize the incarceration experience through jail management, communications, and

MONITORING SOLUTIONS

Community supervision reduces cost.

Systems that combine intuitive software, dependable hardware, and comprehensive support

and alerts for investigators, attorneys, courts and criminal justice systems.

Inmate self-service to help
Inmates communicate with
their family, friends, and
corrections agencies run
smoothly and reduce
recidivism

services to more effectively monitor and track offenders, increase compliance, reduce recidivism, and maintain public safety.

Why Securus

As you review our proposal, you will see recurring themes that separate Securus from our competitors:

- **Experience:** We provide services to four of the top five mega county facilities in the United States. We serve multiple DOCs, including the state of Texas. We also serve other very large facilities that house thousands of inmates, including New York City DOC; and Dallas County, Texas. Not to be forgotten, we also serve many small counties and cities, which have needs unique to smaller facilities. Our experience allows us to adapt to the size of our customers and their needs.
- Technology: We are a true technology company. We invest heavily in technology and lead the market in innovation. We do this because we believe technology has and will continue to revolutionize the corrections experience, creating safer facilities, improving reentry, reducing recidivism, and increasing operational efficiencies.
- Our widely used, flexible and dynamic communication platform has the features and investigative tools you need to keep your community safe.
- We have a variety of corrections solutions that reduce workload, increase safety & security, and provide jail staff and inmates unprecedented communication access.
- Our commitment to technology means that we'll continue to innovate and provide you with cutting-edge solutions, now and throughout the term of our agreement.
- **Service:** Our 89% customer retention rate, shows we listen closely to, and continuously adapt to our customers' needs.
- We offer a variety of programs to complete more calls than any other competitor in the industry. Your inmates' families and loved ones are also our customers and they play a critical role in the rehabilitation of inmates by staying in contact during incarceration. This is why we provide multiple ways to communicate and provide more funding options than any other provider. We routinely improve call volumes when we displace our competition, making sure inmates can stay in touch with their loved ones.

SECURUS - SOC AND PCI

Securus has the following certifications:

- PCI-DSS Payment Card Industry Data Security Standard
- SOC 3 / SOC 2 Type 2 Service Organization Controls[1].

Securus achieved and maintained compliance with the Payment Card Industry Data Security Standard (PCI-DSS) and Service Organization Controls (SOC). To continuously demonstrate compliance with these relevant regulations and industry standards, we engaged the service of an independent third-party organization (3PAO) and Qualified Security Assessor (QSA) to perform an assessment annually.

We can provide the most recent versions of the applicable certificates and reports, such as a recent SOC 3 certification report, upon request.

[1] Note: SSAE16/SSAE18 = SOC 1 / SOC 2

Regulatory Licenses:

Public Utility Commission of Texas

Securus is an IP-Enabled provider in Texas and authorized by the Public Utility Commission of Texas to provide inmate telephone service and a copy of the registration is provided in **Attachment No. 3**.

Texas Secretary of State

Securus is authorized to transact business in the state of Texas by the Office of the Secretary and a copy of the certificate is provided as **Attachment No. 3**.

Federal Communications Commission

Securus is licensed with the Federal Communications Commission to provide interstate and international telecommunications services, assigned Federal Registration Number ("FRN") 0006222319, provided as **Attachment No 3**.

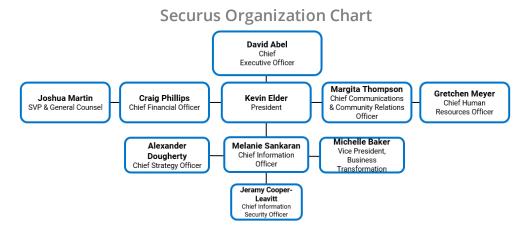
Employee Selection

Having a quality-oriented culture is vital, but employees committed to our values and performing at the highest level is what sets us apart. Securus uses a formal process for employee selection that involves multiple departments and management levels. An inhouse recruiter seeks out top candidates for open positions. Screenings ensure candidates match the requirements for positions and background checks ensure we only hire candidates with the highest integrity standards. Our formal processes ensure only the top candidates are selected.

38.2 Proposed Organizational Charts and Staffing: Provide an organizational chart that describes the Respondent's overall organization. Describe management structure, sufficiency of resources and rationalization for allocation of resources.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The Securus Executive Leadership Team reports to the President and Chief Executive Officer. The Leadership Team consists of diverse and experienced innovators dedicated to delivering reliable and cost-effective communication and technology solutions within the corrections industry.



Executive Members

David Abel, Chief Executive Officer, has 30+ years of public and private sector technology experience including criminal justice, law enforcement, national security, and intelligence. Dave started a successful automation and artificial intelligence business, was a partner at PricewaterhouseCoopers, and was an executive in the U.S. and overseas with IBM where he was the General Manager, U.S. Public Sector, with revenue over \$2 billion and a team of more than 4,000.

B.S., Commerce, University of Virginia

Kevin Elder, President, is a 20-year veteran of the technology and telecommunications industry, coming from IBM, where he most recently served as Managing Partner and General Manager of the Communications Market for IBM Services, North America, leading the Fortune 50's telecommunications, media and entertainment, and energy and utilities sectors. In this role, Kevin was a member of the North American and Global Operating Committees, a champion of workplace diversity, and an active mentor developing talent across IBM's North American footprint. Kevin leads Securus' day-to-day operations,

partnering with our talent to reimagine and redefine our process and service delivery approach.

- B.B.A., University of Texas at Arlington
- Texas Tech University Rawls College of Business

Craig Phillips, Chief Financial Officer, has accumulated more than three decades of experience with several organizations, including more than 15 years in "Big 4" public accounting firms serving large public and privately held high-growth companies in a broad spectrum of industries. Over the course of his career, Craig has assisted companies in the execution of public and private offerings of debt and equity securities, as well as numerous purchase and sale transactions. He has served as Chief Financial Officer for several public and privately held companies at the regional and national level in the manufacturing, service, distribution, entertainment, and restaurant industries, and recently served as the Chief Financial Officer of Purple Innovation.

B.B.A. – Accounting, University of Georgia

Alex Dougherty, Chief Strategy Officer, is an experienced strategist and change leader. He began his career in financial analysis in the defense industry and then guided transformation in diverse industries while in leadership roles at a leading consulting company. Prior to joining the Securus Team, Alex was Vice President, Transformation, at Platinum Equity, the private equity owner of Securus.

- B.B.A., Finance, Texas Tech University
- M.B.A., Finance, Southern Methodist University

Josh Martin, Senior Vice President and General Counsel, is an attorney with 20+ years of experience advising companies on dispute resolution and strategic initiatives. Prior to joining Securus in 2016, Josh practiced as a commercial litigator with global law firms, and he excels at finding creative, practical, and business-oriented solutions to complex legal problems.

- J.D., University of California, Berkeley—School of Law
- B.A., Political Science, San Diego State University

Melanie Sankaran, Chief Information Officer, is an industry recognized cybersecurity leader with 20+ years of experience across multiple industries and technology layers. Previous roles include Vice President of Cyber Operations at Fidelity Investments and leadership at Experian where she directed Information Security for North America and

Application Security globally. Melanie also held various information security roles at Wells Fargo Dealer Services, Foundstone, and Ernst & Young.

 B.B.A., Information Systems and Management, University of Cincinnati College of Business

Jeramy Cooper-Leavitt, Chief Information Security Officer, has 20+ years of international success in implementing strategic-level IT plans including network migration, security consulting, SOX compliance implementations, IT Governance, Payment Card Industry Compliance, and Privacy Law compliance (International and US privacy laws). He has been instrumental in developing the Cyber program, bringing stability and acceleration to key initiatives and overall leadership of the team since joining Securus.

- M.I.S.M., Masters of Information Systems Management, Brigham Young University
- B.S., Information Systems, Brigham Young University
- A.S., Business Management, Rick's Junior College

Margita Thompson, Chief Communications and Community Engagement Officer, has 25+ years of communications, public policy, and community engagement experience across federal, state, and local governments. In the private sector, she has worked in industries crossing energy, entertainment, real estate, and technology. Among previous positions, she served as Press Secretary for California Governor Arnold Schwarzenegger, political producer at CNN for Larry King Live, and as a public affairs leader at Fortune 500 companies, including Disney and Health Net. Most recently, Margita was Senior Vice President of US Corporate Communications at Unibail-Rodamco-Westfield.

- B.A., University of California, Berkeley
- M.P.P., Harvard University Additional Senior Leadership Members

Michelle Baker, Vice President—Business Transformation, is a Strategy Executive with over 25 years of experience specializing in aligning organizations to a Centralized Vision then driving strategic initiatives to achieve their goals. For the last 10 years she has specialized in Telecommunications supporting Comcast Cable and Cox Communications in driving transformation programs. Before Telecom, she worked in Strategy and Finance roles with The Coca-Cola Company, Fleetcor, AHL Services and The Federal Reserve Bank of Atlanta. Michelle is passionate about untapping the potential in people and enjoys mentoring entrepreneurs and start up companies. Michelle leads the strategic transformation efforts and business intelligence for Securus.

- Executive MBA Emory University
- BS Finance & BA Economics University of Florida

Gretchen Meyer, Chief Human Resources Officer, is a nationally recognized HR executive with an extensive background in development and implementation of total wellness programs, which drive positive outcomes on company success while improving the employee experience. Gretchen has more than 20 years' experience working for large corporations including Novartis, Alcon Laboratories, and Lockheed Martin.

B.A., College of Saint Mary's, Omaha, Nebraska

The following senior leadership team member contributes significantly to our customer service and product development.

Jessica Lust, Senior Vice President and General Manager—Technology, Media, and Entertainment, has 15+ years of experience leading projects and teams in the brand merchandizing and telecommunications industries. In addition, she previously served as the Director of Client Services for JPay, Inc., a Securus subsidiary and the industry leader in corrections communications and payment technology.

B.A., Marketing and Economics, Coastal Carolina University

Service and Operation

SFFCC CALL CENTER

Securus' US-based call center (Securus Friends and Family Call Center, SFFCC) provides customer service to friends and family members of Inmates through live agent support 24x7x365.

Customers can use our toll-free number (1-800-844-6591) to either speak to a live agent or use an intuitive, automated interactive voice response system to help them with their needs. For added convenience, we also offer personal account access via our website (www.securustech.net) and Securus mobile app.

Our agents help customers with:

- Setting up and funding accounts
- Making payment arrangements
- Obtaining information on credit limits
- Resolving complaints
- Blocking and unblocking numbers
- Reviewing call durations and history
- Learning about MoneyGram® options

- Learning about Western Union® options
- Receiving information on new services
- Confirming originating facility
- Reviewing account balances
- Answering questions and helping customers with refund requests
- Managing account notifications

Our customer service agents provide both English and Spanish support with the goal of resolving all customer issues in one call. We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. SFFCC supervisors are always available to assist with resolution if needed. Although typically unnecessary, if a caller requests to escalate a call beyond the SFFCC Supervisor, then SFFCC Managers and SFFCC Directors are on call.

SECURUS FIELD SERVICE TEAM

The Securus Field Service Team solves technology issues that arise at your site during our contract. **The** Fort Bend County Jail **system will work with minimal downtime.**

- Rapid response by local field technicians with extensive skills and experience
- Quick access to on-hand replacement parts inventory
- Proactive preventative system maintenance

We have one of the largest Field Service Teams in the industry strategically positioned across the nation for quick response. **Our Field Service Technicians average 7+ years of experience at Securus**, bring an extensive telecommunications background, and are Securus-certified to service all products. In addition, our Field Service Technicians have the support of local Service Managers and Regional Managers, a centralized Field Dispatch Team, a Project Management Team, an Onsite Installation Team, and the Securus Engineering Department. Fort Bend County Jail gets minimal downtime and expedited repairs.

If Fort Bend County Jail identifies an issue, a call to the Securus Technical Support Center at 1-866-558-2323 will initiate Securus response. If onsite service is required, the Field Dispatch Team assigns the local Field Service Technician, determines an estimated time of arrival onsite (typically less than two hours), and confirms service time with Fort Bend County Jail. Upon arrival, the Field Service Technician meets with the primary site contact to review the problem. Typical repairs might include repairing or replacing parts, correcting configuration settings, or re-wiring.

Our Field Service Technicians maintain an extensive replacement parts inventory onsite at your facility and/or on their service vehicle. Located nationwide, the Securus replacement parts inventory exceeds \$3.5 million, and most repairs are resolved with local,

on-hand parts. When additional parts are needed our Team works together to get the supplies to your facility fast.

After the reported issue is resolved, the Field Service Technician proactively performs a system check to detect additional issues and completes preventative maintenance including cleaning system filters, testing system features, functionality, and individual units, and workstation inspections. Our goal is to address any additional problems during the same visit when possible. Upon completion of all work, the Field Service Technician confirms satisfactory resolution with Fort Bend County Jail and documents all work for future reference.

Fort Bend County Jail receives a satisfaction survey via e-mail following each service event and, if there is any concern noted, it is addressed immediately. Your local Service Manager or account representative will contact Fort Bend County Jail promptly to discuss your concern and implement a corrective action plan. As a result of this focus on customer service, Securus customers regularly give high marks in the satisfaction surveys following field service events.

Service policies and procedures that are engineered for minimal downtime and expedited repairs are included in the Securus sample contract (MSA) included as **Attachment No 8**.

Allocation of Resources

Securus structures our field and service organization based on our existing base of customers and our areas, such as the Southwestern United States, recognized for expansion. We use the knowledge gained over 25 years of serving law enforcement nationally to develop a staffing needs plan for each area. As we add customers, we increase our overall headcount for sales, field operations, and our call centers to allow for the appropriate increase in service and community support needs. In many cases, such as with a county similar to Fort Bend, Securus would immediately increase headcount to ensure service in excess of the County's expectations.

38.3 Staff Resumes: Respondent shall provide resumes of all owners and technical managerial personnel who will be assigned to the project in the event of award, including a description of anticipated roles in the project. All resumes must clearly indicate skills commensurate with the technical and professional requirements of this RFP. Information on related experience, education and knowledge should include a delineation of work on specific projects, which relate to the County's requirements. You do NOT need to include the # of line staff unless they have decision-making authority in the performance of their duties.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Fort Bend County will be supported by a very experienced staff to manage the telecommunications system throughout the life of the contract. Additionally, Securus has

great experience in managing the maintenance, repair, and replacement processes of a project of this scope, and as the incumbent provider, we understand your needs and facility, and have existing relationships with your staff.

The list of key personnel is provided below, with resumes included in **Attachment No. 2**.

- Sally Zeitvogel; Advisory Account Manager
- Michael Hildebrandt; Senior Client Services Manager
- David Gergen; Field Services Manager
- Adam Schaffer; Regional Manager, Field Operations
- Pat Robertson; Director, Field Operations
- Armando Valeriano; Senior Director, Account Management
- Jalendra Traylor; Supervisor, Field Services Administration
- Ben Simpson; Senior Manager, Operations
- Jamie Wade; Senior Manager, Operations
- Marlon Miller; Senior Manager, Operations
- Billy Briskey; Senior Manager, Implementation Project Management
- Hezi Benmoshe; Senior Director, Operations and Project Management Office
- Marsha McGrew; Program Manager
- Tullaha Roper; Field Services Client Administrater
- Jared Bluford; Field Services, Installer

38.4 Government Contracts: List of similar Government contracts and include type of contracted services, length of contract, performance outcomes, and compliance issues. Please explain if Respondent or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus is not aware of an any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

Please refer to **Attachment No. 6** for a list of similar government contracts.

38.5 Fiscal: Provide the following information for the last three (3) fiscal years:

Audited financial statements with applicable notes;

- Independent Auditor's Report on Compliance and Internal Control over Financial Report based on an Audit of the Financial Statements in Accordance with Government Account Standards;
- Independent Auditor's Statement of Findings and Questioned Costs.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus has included its Audited Financial Statements for the last 3 years in **Attachment No. 4**.

If Respondent has not had an audit conducted within the past three (3) fiscal years, Respondent shall provide the following:

- Unaudited financial statements for the last three (3) fiscal years:
- Statement of Financial Position (Balance Sheet);
- Statement of Activities (Income Statement);
- Statement of Cash Flows.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus has included its Audited Financial Statements for the last 3 years in **Attachment No. 4.**

38.6 Demonstration: County may require a demonstration of Respondent's proposed system and software during the presentation phase. In addition, County may conduct a site visit of the two (2) highest evaluated firms to ensure proposed solution is operational in a current jail setting.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus would be pleased to demonstrate our proposed solution to the County. We would be happy to set up onsite visits with other similar size facilities.

TAB 5 VALUE ADDED FEATURES AND SERVICES

38.7 Value added services: Please list any additional value added features or services that may benefit Fort Bend County. These should be categorized as "Cost to County" or "No Cost to County". Any associated fees or charges to the county, inmate or called party must be identified in the Respondent's response.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus has multiple features and capabilities that will enhance the efficiency and safety to Fort Bend County and that will enhance the lives of the inmates.

Lightning law (Cost to the County, if there is a desired need)

Secure Attorney Client Communication platform created by attorneys, designed to lighten the burden on correctional facilities, protect them from legal mail grievances, and deliver attorney client privileged communications to their entire population. It connects defense attorneys directly to their clients, providing a hyper secure end-to-end encrypted method of sharing all legal documents, obtaining signatures, annotating, reviewing evidence, obtaining information, and optional video conferencing.

Inmate Paid Video Visitation (No cost to the County) – Allows incarcerated individuals to schedule and pay for their own future video visits thru their debit account.

Human Trafficking Seminars (No cost to the County)

Helping Our Communities Against Human Trafficking Efforts: Securus participates in multiple annual events, sponsoring and participating in human trafficking cessation and recovery. Partnering with multiple local Jails and anti-human trafficking nonprofits, Securus delves through inmate communications to discover and assist in disrupting human trafficking and assist in recovery of victims.

NaphCare (Cost to the County, if there is a desired need) – Providing correctional healthcare services with a focus on empathy and promoting overall wellbeing.

Edovo (Cost to the County, if there is a desired need) – Offers secure educational and rehabilitation programming for incarcerated learners

Essential Education (Cost to the County if there is a desired need) – Provides comprehensive learning solutions tailored to the needs of incarcerated learners.

Lantern College Education (No cost to the County) - Create custom courses for college, workforce preparation and re-entry.

Honest Jobs (No cost to the County) – Connects incarcerated individuals with job opportunities from fair change employers.

R3UP (No cost to the County) - Vital destination for rich re-entry learning tools, self-development content, and re-entry planner to best prepare users for post-release. R3's core product is an individualized assessment that provides a more holistic criminal background check.

Defying Destiny (No cost to the County) - Securus-produced original content series shining a spotlight on human trafficking and featuring stories and interviews with former victims sharing their stories of how they became victims and how they emerged to lead successful lives. Series is in partnership with In Our Backyard, an organization dedicated to fighting human trafficking and supporting former victims.

Each episode profiles a former victim's journey and an interview highlighting warning signs of recruitment, ways they received support, and how they managed to orchestrate second successful acts.

Work Bay (Re- entry) (No Cost to the County) – Integrates a LMS with job postings and applicant tracking resumes, and competency portfolios.

Untapped (No cost to the County)- In-facility service access: Our app connects inmates to reentry services ahead of release.

ConConnect (No cost to the County) - ConConnect forms a crucial bridge between social enterprises and untapped talents, bolstering the efficiency of client Management, service allocation, and job Placement activities

Securus Text Connect (STC) (No cost to the County)

Securus Text Connect (STC) provides real-time texting for inmates and their families and friends, using familiar technology that is safe and secure for facilities. To make keeping in touch with their incarcerated loved ones as easy as possible, STC offers several features for family and friends, including:

- Family and friends-initiated communication
- Real-time text messaging
- User interface mimics the traditional texting experience via a smartphone
- Simple access to STC through the familiar Securus mobile app
- Safety features that include the ability to block inmate contacts

Agency Document Manager (No cost to the County)

FYI App: The Securus FYI Application allows the agency to distribute documents, videos, and audio so the population may access with no intervention or delay. This may include important agency content such as handbooks, PREA, policies, reentry resources and more. Your team uses the Agency Document Manager to upload docs to the FYI App. The content added to the FYI app can be sorted into categories that are created by the agency for their

unique needs. Uploading documents significantly reduces the time your team spends responding to questions and document requests.

Video Relay Service (VRS) (No cost to the County)

Securus provides support for hearing-impaired inmates through both Video Relay Service (VRS) and TTY/TDD. The Securus VRS solution is a complete solution for correctional-grade VRS services that incorporate FCC regulations, as well as the inmate call controls, management, and investigative abilities expected for inmate calls. VRS includes visual communication, the automatic insertion of an ASL interpreter when needed, and adherence to FCC regulations.

Lexipol Services (Cost to the County if there is a desired need) - As a corrections administrator, you have the responsibility to properly train your personnel and ensure your facility can demonstrate compliance. Without an effective system in place, your personnel could face challenges they're unprepared to meet, and your correctional facility could face "failure to train" liability.

Improve the safety and effectiveness of your personnel with an online training solution from CorrectionsOne Academy, brought to you by Lexipol, the nation's leading content, policy and training platform for Corrections, Probation and Parole and a partner with Securus.

Lexipol CorrectionsOne Grant Services - In partnership with Securus Technologies, Lexipol's pre-award grant services provide customized solutions enabling applicants to tap into federal, state, and private grants. We have been assisting public safety agencies since 2009 with grant research, writing and consultation.

Enhanced Android Tablet (No cost to the County)



REDEFINING OFFICER **CONNECTIVITY**

Securus Officer tablets

Feature packed Android tablet built for agencies

- 8" HD + IPS touchscreen, 3GB RAM, 32 GB storage.
- Flexible connectivity options: WiFi and 3G/4G, LTE Bluetooth, NFC, &GPS.
- Secured & managed with Android Enterprise.
- Google Play Protect certified allows agencies to add their own apps!
- Securus applications and agency desired apps available on same device.
 - · Training & education
 - Email
 - Etc.
- Flexibility to administer tablets from anywhere.
- GPS tracking capabilities for improved inventory tracking.

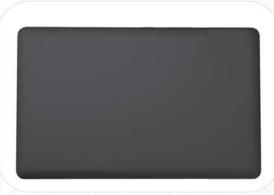
ENABLED INNOVATION

A tablet that is not just a product but a promise of a purpose-built digital experience

Securus is redefining paradigms and setting a new standard of excellence in custom correctional industry tablet technology. Our new tablet design exemplifies a zero-complication philosophy with:

- Corrections-best rugged hardware No USB external port access
- No screw closures
- SecureConnect pins for secure expansion and interface. Play Protect (Previously known as GMS) certified Android Hardware.
- Manufactured under Google's MADA (Mobile Application Distribution Agreement) License.





SPECIFICATIONS

- One-shot single cast injection molding
- Octa Core high performance processing chip 8" HD gorilla glass touchscreen secure display Up to 12-hour battery life between charges
- Quick charge features SecureConnect accessory link



Google certified

Secured & Managed with Google Certified Enterprise Android and Enterprise Mobility Management.

With the new hardware, Securus is transitioning away from custom developed operating system to the Android Enterprise platform certified by Google. Through a hardened operating system, strict hardware requirements, security services and comprehensive Enterprise Mobility Management (EMM) policy controls, Android Enterprise provides multi-layered security and tools.

- Best-in-class device and data protection
 - Android devices come with security already built in. To start, security functions run in a trusted execution environment (TEE) to make sure the OS stays safe. Like protected lock screen and data encryption. And sandboxing to keep apps separate and data clean.
 - Anti-exploitation techniques prevent vulnerabilities from becoming exploitable.
 - Critical security functions happen in the TEE separate from the OS.
- Google Security Services

 - Google Play Protect detects and blocks malware threats. SafetyNet API checks devices before they can access data.





- Enterprise Controls
 - Devices are provisioned with zero-touch enrollment through EMM for enterprise management.
 - Apps are distributed and configured safely with Managed Google Play. Blocks access to developer mode and ADB
- OS Management
 - Latest security and OS patches from Google are pushed OTA to all devices.
 - Developed with Android 14 allows for seamless upgrade to new versions of Android supported by the SoC.

Securus officer tablet - Reimagined

Feature packed Android tablet built for the Agencies

- 8" HD + IPS Touchscreen
- 3GB RAM, 32GB Storage 5100 mAh battery (36 hours usage, 18 days standby)
- WiFi, 3G/4G LTE Connectivity
- Bluetoooth, NFC, GPS
- Secured & managed with Android Enterprise
- Ruggedized case
- Google Play Protect Certified allows access to Google Apps and APIs.
- Android Enterprise Recommended
- Carrier optimized & certified
- Preloaded Config & Apps Flexibility to administer tablets from anywhere.
- Ability to support custom Securus application and additional Agency desired apps (training modules, email or agency communication forums, etc.)





- Manage Agency apps using Android Enterprise

 Zero-touch enrollment so all devices are configured and ready out-of-the-box
 - Blocks access to developer mode and ADB

 - Multi-layered hardware and software security layers to continuously protect devices 24/7. Defend against malware and Potenitally Harmful Apps (PHAs) with Google Play Protect.
 - Agency profile helps separate and secure Agency apps and data.
 - Push and configure Agency apps via Managed Google Play

Advancing cybersecurity - Cyber Fusion Center



Securus is advancing our cybersecurity posture and performance monitoring capabilities through the creation of a "Cyber Fusion Center" (CFC).

- The CFC will bring together personnel from application support, operation centers and cyber security
 into a collective organization with the goal of maximizing the ability to detect, prevent, investigate and
 respond to unauthorized access to our devices and infrastructure.
- In Adherence with the NIST CSF framework, CFC will be tasked with advancing the overall security
 posture all the way to the end-user device using advanced security tools and data intelligence.

Centralized Monitoring, Detection, and Response

Identify tablets with unauthorized applications and "poison pill" tablets until they are confiscated Network traffic monitoring to detect attempts to use unauthorized applications

Proactive Identification of Risk

Provide information to investigators to identify threat-actors before they can spread new tablet hacks Detect tablets that have not logged onto network for extended period of time and verify if they have been hacked.

Enhanced reporting will identify tablet misuse at the user level

Protection through Secure Application Development and Testing

Quarterly third-party pen testing on infrastructure and code Internal code scanning and reviews done on all Unity Deployments to identify vulnerabilities



TAB 6 INSTALLATION

35.0 INSTALLATION:

35.1 Installation Expense: Installation of the system shall be at the awarded Respondent's expense as will removal of same upon cancellation or completion of the contract. The Respondent shall provide local service maintenance and replace equipment as required. The Respondent shall be totally responsible for all equipment and service.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Installations and upgrades will be at no cost to Fort Bend County. Securus will be responsible for any equipment replacement required to fulfill the contract. Securus will be responsible for all equipment and service.

The Securus Implementation Team delivers a quality installation and no mess. Our post-implementation customer surveys demonstrate that agencies appreciate our approach and experience, including these benefits.

- Clean install and greater reliability
- Attention to detail upfront and less maintenance later
- Standard install and streamlined troubleshooting

Securus services are successfully installed at 1,700+ **corrections facilities of all sizes** using our five-phased Implementation Plan. We bring this experience to your project and strive for a seamless installation and transition of service at Fort Bend County Jail facilities. During the implementation and testing process, **we minimize the** Fort Bend County Jail **administrative burden**--your team and resources remain focused on their primary responsibilities while we manage an efficient implementation.

The Securus Implementation Plan for the Fort Bend County Jail project includes a turnkey installation of all equipment, facilities, and connectivity that is scheduled to go live within the timeframe assigned in the contract. Your requirements are included in the plan along with built in flexibility to address challenges that may occur along the way. Downtime during transition is limited and the needs of your population and their families will be addressed through support and training.

SECURUS — A REVIEW ON OUR SERVICE

"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

Implementation Project Phases

The Securus Implementation Plan has five project phases with quality control checkpoints at key stages throughout the project. The quality control checkpoints are part of the Securus Six Sigma quality measurement that is used to identify and remove the causes of errors and minimize variability in the installation process. Each installation follows a defined sequence of steps with quantifiable targets—financial, time, or any other measure that is important to you. Securus' current process sigma is 4.12 (meaning less than five errors per 1,000 checks), with first pass quality scores exceeding 90 percent.

Phase 1: Project Initiation

Immediately after contract award, the Securus Project Team meets with Fort Bend County Jail onsite for introductions, scope and timetable review, site survey confirmation, project communication and meeting plan, and project kick-off.

Phase 2: Project Planning

The Securus Project Team coordinates material, human resources required for the project, travel, facility access, deliveries, and customer training. Securus works directly with all interstate, intrastate, and local exchange carriers (LECs) to coordinate the installation of network services and equipment required for the project.

Phase 3: Project Execution

The Securus Project Team will provide regular progress reports to Fort Bend County Jail and, at your option, hold a weekly meeting with Fort Bend County Jail. Securus Implementation Technicians travel to each location and complete pre-installation activities including wiring, hardware staging, and telecom test/turn-up activities that can be done in advance to reduce the time and complexity of the actual cut-over. The Securus Project Team coordinates implementation activities with Fort Bend County Jail and the current service provider to ensure a seamless transition of service. If a service interruption is required, the activity will be coordinated with the Fort Bend County Jail team at least five business days in advance. Most project activity will occur during normal business hours; however, Securus can accommodate work late-night, overnight, and during lockdown.

Securus performs a thorough inspection of the installation and resolves issues. Securus Installation Technicians perform a walk-through with the Fort Bend County Jail team to review all installation documentation and checklists. The Securus Project Team hosts a customer acceptance review meeting with the Fort Bend County Jail team after finalizing the implementation at each location. In addition, onsite training, and web-based training activities (if applicable) occur during this phase of the project.

Quality Control Checkpoint 1

Customer Provisioning prepares the Securus systems to support the Fort Bend County Jail installation at required levels and configures necessary applications and calling features.

Quality Control Checkpoint 2

Customer Pre-Installation reviews onsite equipment inventory, equipment location, electrical, network, telecommunication, and telephone/ terminal installation standards to confirm Securus standards are met or exceeded.

Phase 4: Project Monitoring/Controlling

Outstanding items are resolved, and the Securus Team conducts daily diagnostic checks and monitoring. Fort Bend County Jail confirms project requirements were achieved.

Quality Control Checkpoint 3

Equipment Testing / Functional Validation tests the system functionality while online to confirm all system options are configured to meet Fort Bend County Jail specifications and requirements.

Phase 5: Project Closure

The Securus Project Team and Fort Bend County Jail review the project. Once Fort Bend County Jail team delivers final acceptance, the Securus Project Team seamlessly will transition support responsibilities to your Securus Account Manager. After Project Closure, the Securus Account Management Team and Technical Support Teams are available 24x7x365. Securus will provide Fort Bend County Jail with phone and email contact information and escalation procedures for all ongoing maintenance and support needs.

Quality Control Checkpoint 4

Customer Acceptance involves a meeting for Fort Bend County Jail review of all quality control documents, equipment inventory records, and network diagrams. Resolution of any outstanding deliverables or service issues occurs before completing the Customer Acceptance checkpoint.

Transition Period with Minimum Service Disruptions

By installing all ITS equipment and circuits prior to the cutover date—usually one to two weeks in advance of the cutover date—this allows for all systems, circuits, etc., to be fully tested. By testing prior to cutover, there is no risk of service interruptions due to the change-over to the new system. Our team has used this process with much success throughout their many multiple site accounts in the US & Canada.

We'll install and test all necessary equipment and circuits at each site prior to the actual cutover date. After the system is installed, it will be running on our circuits and will not have any impact on the system. There will be no interruption of service at that time. On the cutover date, the hardware will be unplugged from the existing system and reconnected to our system. There will not be any interruption of service. The cutover may be conducted during the time the facility has all phones/hardware off, i.e., a count time, prior to the hardware coming on at the beginning of the day, or after the equipment goes off for the day. This minimizes any downtime for the facilities.

We will coordinate any removal of the existing hardware in all of the Fort Bend County Jail facilities. After all instruments have been replaced, the new system will be flash-cut from your existing vendor to Securus during low-use time periods. Typically, the time required for instrument change-out is less than 10 minutes per phone. All onsite work will be performed in accordance with Fort Bend County Jail policies and at your convenience.

We do support late-night transitions to our proposed technology to further mitigate downtime. Using this approach, our team installs and tests all systems, and then after the majority of the population has been locked down for the evening, we begin the system cut-over, starting with the booking and intake areas, then moving to bring the other areas online, based on the County's established priority. The system will be fully transitioned when the inmates begin their day.

Our teams avoid disruption of services and creating undue work for Fort Bend County Jail staff.

Testing

Each system is placed under 'stress-testing' for seven days before it leaves the production facility. This testing procedure simulates that all ports on the system are in constant use 24 hours straight, for 7 days. The system is again tested onsite to ensure total functionality. Test communications are placed from each station to each trunk. The network integration is validated through a battery of tests that include frame testing and file transmission.

Training

We provide ongoing product training on all NextGen SCP features deployed at the County, at no cost. We want your staff to use the tools we provide, and training is essential to the adoption process. Experienced Securus employees conduct all training through online,

instructor-led classes or on-site, one-on-one and classroom training sessions at no cost to you. We deliver standard training using both hands-on experience with your data and instructor demonstrations to ensure each trainee understands all concepts.

Our training programs enable facility staff to use all features the first day of installation. Because NextGen SCP is web-based, after a two- to three-hour training session, most users find it easy to use the system immediately.

In addition to standard training, we'll work with you to customize your training experience to meet the unique needs of your staff and facility. We offer separate classes focused on different agency functions, such as, creative investigations, well-organized live call monitoring, and efficient system administration. Training for product upgrades, new facility staff, or a general refresher course is offered through online instructor-led courses available twice a month throughout the year—ongoing training ensures your staff understands current and new NextGen SCP features.

County Staffing Responsibilities

Degree of Involvement from Fort Bend County Jail

We limit the administrative burden that can occur during a transition of service providers. We have the experience of installing our services in 1,700+ customer locations—more experience than any of our competitors. 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 and Implementation Teams will meet with the County onsite at a County location. These meetings allow us to introduce the project members and review the project plan and timetables with the Fort Bend County Jail Team in person and ensure a successful kick-off to our project.

Our Project Managers will work with the County Team to coordinate equipment deliveries and facility access. When our technicians arrive onsite, they may require escorts to the equipment locations. The majority of our project activity will occur during normal business hours. Again, we can accommodate late-night/overnight cut-over activities. Some of our customers choose this method to eliminate service interruptions and reduce interaction with inmates.

Post-Implementation Communications

For the duration of the contract, Securus' Client Services Manager will be the primary point of contact for ongoing maintenance and support needs.

Securus' Field Services Manager and Account Manager are accessible by telephone and email 24 x 7x 365.

Fort Bend County Jail is provided with our escalation procedure and appropriate contact information, which may include telephone numbers, email addresses, fax numbers, or other requested information.

Fort Bend County Jail facility personnel will be provided with Securus' toll free Technical Support number and email address. Our Technical Support number is answered 24 x 7x 365 by a Securus Technical Support Representative.

Your Account Manager will provide the County with the required or requested reports based on information in system databases, such as communication detail reports, traffic statistics, revenue, system usage, and performance reports. If desired, we will provide periodic system service reports to demonstrate system uptime. Based on the County's preference, service reports can be provided via mail, email, or Internet download from our Secure FTP Report Server.

Quarterly Performance Reviews

Securus has assigned a dedicated account management team, which includes not only the sales and support staff, but also the County's assigned Account Manager who will monitor the ongoing service and maintenance request and will conduct regularly scheduled site visits to ensure that you are receiving the highest level of customer service. In addition to these site visits, we offer quarterly Operational Reviews in which your Account Manager will meet with Fort Bend County Jail staff and discuss operational performance, successes, and opportunities for improvement. We use the information from these meetings to improve our service delivery platform. This approach allows us to consistently perform at Net Promoter Scores that are among the highest recorded by any business in any industry.

Minimizing the Transition Impact to Inmates, Staff, and Friends and Families

We will address the needs of inmates, staff, and friends and families to minimize the impact of transition. Changing from the County's incumbent service to Securus' service is not difficult, and we are prepared to support all aspects of the transition to minimize impact.

Our experience with the security and operations of inmate facilities will expedite the tasks of site surveys and new equipment installation. We plan on-site activities to minimize disruption.

We will provide an extensive and comprehensive training program both initially and ongoing for Administrative and Investigative personnel.

Downtime of service to inmates will be minimal. Securus and the County will develop a plan of installation times and dates that reduces the downtime for the inmate population at all County locations.

Prior to the transition to a new system, we will provide a calling campaign to the phone numbers that are in the County database informing them of the new system and how to

use the services going forward. A Securus phone number and website will be provided to assist them in the change. Securus' Customer Service Center will also be instrumental in the smooth transition of services.

35.2 Risk of Loss: The risk of loss and/or damage of Respondent's equipment will be fully assumed by the Respondent during shipment, unloading and installation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

The risk of loss and/or damage of Securus's equipment will be fully assumed by Securus during shipment, unloading and installation.

35.3 Delivery and Unloading: The Respondent must provide transportation to and unloading at County's designated location. County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, crating or storage in addition to the price proposed by the Respondent. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Respondent at his/her expense after installation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will provide and be responsible for transportation to and unloading at the County's designated location. Fort Bend

County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, cr ating or storage

in addition to the price proposed by Securus. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Securus at his/her expense after installation.

35.4 System Acceptance: System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". The Respondent must work with County to determine the actual definition of "error free" operation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free". Securus will work with Fort Bend County to determine the actual definition of "error free" operation.

35.5 Implementation Plan: Respondent must submit with proposal a detailed implementation plan that indicates the time and activities required for installation,

utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of County and its security concerns. Any delay in Respondent's implementation schedule that is caused by County personnel will increase the Respondent's time allowed to cut over by the length of such delay.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Please refer to **Attachment No. 1** for a copy of Securus' Preliminary Implementation Plan.

NOTE: this project plan can change and is only an estimated plan. After contract execution, we will review with the facility and determine any changes needed at that time.

35.6 Staff: Respondent to provide details on the implementation and support staff that will install and service the account.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Fort Bend County will be supported by a very experienced staff to manage the installation process. As described in this section, the installation process is one Securus has great experience in, and as the incumbent provider, we understand your needs and facility, and have existing relationships with your staff.

The list of key personnel is provided below, with resumes included in **Attachment No. 2**.

- Sally Zeitvogel; Advisory Account Manager
- Michael Hildebrandt; Senior Client Services Manager
- David Gergen; Field Services Manager
- Adam Schaffer; Regional Manager, Field Operations
- Pat Robertson; Director, Field Operations
- Armando Valeriano; Senior Director, Account Management
- Jalendra Traylor; Supervisor, Field Services Administration
- Ben Simpson; Senior Manager, Operations
- Jamie Wade; Senior Manager, Operations
- Marlon Miller; Senior Manager, Operations
- Billy Briskey; Senior Manager, Implementation Project Management
- Hezi Benmoshe; Senior Director, Operations and Project Management Office
- Marsha McGrew; Program Manager
- Tullaha Roper; Field Services Client Administrator
- Jared Bluford; Field Services, Installer

TAB 7 REQUIRED FORMS

45.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

45.1 Vendor Form



COUNTY PURCHASING AGENT Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

| i dichasing rigent | | | | | / |
|--|---|--------------|---|--------------|----------|
| Legal Company Name | | | | | |
| (top line of W9) Business Name | | | | | |
| (if different from legal name) | | | | | |
| (ir uniforent from regar numre, | Corporation/LLC | | Partnership | Age in Bu | siness? |
| Type of Business | Sole Proprietor/Inc | dividual | Tax Exempt | | |
| Federal ID # or S.S. # | | | SAM.gov Unique Entity ID # | | |
| SAM.gov CAGE / NCAGE | | | | | |
| Publicly Traded Business | No Ye | es Ticker Sy | mbol | | |
| Remittance Address | | | | | |
| City/State/Zip | | | | | |
| Physical Address | | | | | |
| City/State/Zip | | | | | |
| Phone Number | | | | | |
| E-mail | | | | | |
| Contact Person | | | | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterpr SBE-Small Business Enterprise HUB-Texas Historically Underutilize WBE-Women's Business Enterprise | ed Business | Certification # Certification # Certification # | | Exp Date |
| Company's gross annual | <\$500,000 | \$500,000 | 0-\$4,999,999 | | |
| receipts | \$5,000,000-\$16,999,999 | \$17,000, | 000-\$22,399,999 | >\$22,400,00 | 00 00 |
| NAICs codes (Please enter all that apply) | | | | | |
| Signature of Authorized Representative | 1 | | | | |
| Printed Name | | | | | |
| Title | | | | | |
| Date | | | | | |



(Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

| Befo | re y | ou begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. | | - | - | | - | | - | | | |
|-----------------|----------------|--|------------------------|----------------|----------------|---|-------------|------------------------------------|---|----------|----------------------|--|
| | 1 | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.) | owner's n | ame | on li | ne 1, | and | enter th | e busi | ness/dis | regarded | |
| | | SCRS Acquisition Corporation | | | | | | | | | | |
| | 2 | Business name/disregarded entity name, if different from above. Securus Technologies, LLC | | | | *************************************** | | | | | | |
| Cert | | | | | | | | | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) | | | |
| Print or type. | | classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead che box for the tax classification of its owner. Other (see instructions) | ck the ap | propi | riate | C | Comp | ption fro pliance A (if any) | | | count Tax porting | |
| | 3b | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership this box if you have any foreign partners, owners, or beneficiaries. See instructions | classific | ation check | i, k . [| | | plies to outside t | | | | |
| 8 | 5 | Address (number, street, and apt. or suite no.). See instructions. | Reques | ter's | nam | e and | d add | dress (or | otional |) | | |
| တ | 6 | 5360 Legacy Drive, Suite 300 City, state, and ZIP code | | | | | | | | | | |
| | 0 | A CONTRACTOR OF THE CONTRACTOR | | | | | | | | | | |
| | 7 | Plano, Texas 75024 List account number(s) here (optional) | <u> </u> | | | | | | | | ****************** | |
| | ١. | List dooding flumber(s) here (optional) | | | | | | | | | | |
| Pai | at I | Taxpayer Identification Number (TIN) | | | | | | | - | | | |
| | | | | Soc | cial s | ecu | rity n | number | | | | |
| backı | N GI | rr TIN in the appropriate box. The TIN provided must match the name given on line 1 to av rithholding. For individuals, this is generally your social security number (SSN). However, f | old or a | | | | | | 7 7 | | | |
| reside | ent a | alien, sole proprietor, or disregarded entity, see the instructions for Part I. later. For other | | | | | - | | - | | | |
| entitie | es, it | is your employer identification number (EIN). If you do not have a number, see How to ge | et a | or | لـــا | | | | | | | |
| TIN, la | | | | | ploy | er id | entif | ication | numb | er | | |
| Note: | If th | ne account is in more than one name, see the instructions for line 1. See also What Name | and | | | | | | TT | T | T | |
| Numb | er 1 | To Give the Requester for guidelines on whose number to enter. | | 8 | 2 | - | 1 | 3 9 | 1 | 7 9 | 2 | |
| Par | t II | Certification | | | اــــا | | | | | | | |
| Unde | r pe | nalties of perjury, I certify that: | | | | | | | | | | |
| 1. The | e nu | mber shown on this form is my correct taxpayer identification number (or I am waiting for | a numbe | er to | be i | ssue | ed to | me): a | nd | | | |
| 2 . l ar | n no | ot subject to backup withholding because (a) I am exempt from backup withholding, or (b) | I have n | ot b | een | noti | fied | by the | Intern | al Rev | enue | |
| no | Vice | e (IRS) that I am subject to backup withholding as a result of a failure to report all interest of ger subject to backup withholding; and | or divide | nds, | , or (| c) th | e IR | S has r | otifie | d me ti | nat I am | |
| | | U.S. citizen or other U.S. person (defined below); and | | | | | | | | | | |
| | | TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin | | | | | | | | | | |
| oecau acquis | ise y sitio | ion instructions. You must cross out item 2 above if you have been notified by the IRS that y you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retiniterest and dividends, you are not required to sign the certification, but you must provide you | ons, item irement a | 2 do | oes r | not a sent | ipply | , For m | ortga | ge inter | est paid, | |
| Sign Here | | Signature of | | 03 | | 1 | | 024 | 101 | | iotor. | |
| Ge | ne | ral Instructions New line 3b has be required to complete | | | | | | | | h entit | y is | |

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form W-9 (Rev. 12-2014) Page **2**

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
 - 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details), $\,$

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014) Page **3**

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- $1-\!$ An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$ state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9-\!$ An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- $12\!-\!A$ middleman known in the investment community as a nominee or custodian
 - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for | THEN the payment is exempt for |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Form W-9 (Rev. 12-2014) Page 4

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| Individual Two or more individuals (joint account) | The individual The actual owner of the account or, if combined funds, the first individual on the account |
| Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee' The actual owner' |
| Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| Disregarded entity not owned by an individual A valid trust, estate, or pension trust | The owner Legal entity ⁴ |
| Normal dust, estate, or persion dust Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 11. Partnership or multi-member LLC12. A broker or registered nominee | The partnership The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B)) | The trust |

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.
*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Circle the minor's name and furnish the minor's SSN.

| 45.3 Tax Form/Debt/Residence Certification | |
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Job No.:



TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

| Taxpa | ayer Identification Number (T.I.N | .): |
|-------------------|---|--|
| Comr | pany Name submitting Bid/Propos | Securus Technologies LLC |
| • | ng Address: | |
| | - | e State of Texas? Yes No |
| If you | - | and addresses of any partnership of which you are a general partner or any |
| I. | | perty in Fort Bend County owned by you or above partnerships as well as any d/b/a nal property as well as mineral interest accounts. (Use a second sheet of paper if |
| Fort I | Bend County Tax Acct. No.* | Property address or location** |
| | | |
| | | |
| ** Fo ad ma | or real property, specify the products where the property is locally be stored at a warehouse or other. | |
| II. | Fort Bend County Debt - Do tickets, fines, tolls, court judgm | you owe any debts to Fort Bend County (taxes on properties listed in I above, nents, etc.)? |
| | Yes No If yes, | attach a separate page explaining the debt. |
| III. | requests Residence Certification | rsuant to Texas Government Code §2252.001 <i>et seq.</i> , as amended, Fort Bend County on. §2252.001 <i>et seq.</i> of the Government Code provides some restrictions on the racts; pertinent provisions of §2252.001 are stated below: |
| | (3) "Nonresident bidder" refe | ers to a person who is not a resident. |
| | | to a person whose principal place of business is in this state, including a nate parent company or majority owner has its principal place of business in |
| | I certify that[Com §2252.001. | is a Resident Bidder of Texas as defined in Government Code pany Name] |
| | Legrtify that [Comp \$2252.001 and our princi | is a Nonresident Bidder as defined in Government Code pany Name] |
| | g a man parameter | pal place of business is [City and State] |

| 45.4 Proof of Insurance | | |
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/09/2024

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 have ADDITIONAL INSURED provisions or 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)

| ocitinoate does not conici rigi | its to the ocitinoate holder in hea of such | chaoi scinci | 1(3). | | | | |
|--|---|--------------------------|----------------------|-------------|----------|--|--|
| PRODUCER | Mark Too | CONTACT NAME: | | | | | |
| Aon Risk Insurance Services Denver CO Office | | PHONE (A/C. No. Ext): | 363-0105 | | | | |
| 200 Clayton Street, Suite 800 Denver CO 80206 USA | 00 | E-MAIL ADDRESS: | | | | | |
| | | | INSURER(S) AFFORDING | COVERAGE | NAIC# | | |
| INSURED | | INSURER A: | Hartford Casualty I | nsurance Co | 29424 | | |
| Securus Technologies, LLC | | INSURER B: | 19682 | | | | |
| 5360 Legacy Drive Building 1 Suite 300 | | INSURER C: | | | | | |
| Plano TX 75024 USA | | INSURER D: | | | | | |
| | | INSURER E: | | | | | |
| | | INSURER F: | | | | | |
| COVERAGES | CERTIFICATE NUMBER: 5701071753 | 49 | REVISI | ON NUMBER: | <u> </u> | | |

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,

| | | JSIONS AND CONDITIONS OF SUCH | | | | | | Limits sho | own are as requested |
|-------------|------|--|------|-------------|---------------|----------------------------|----------------------------|--|----------------------|
| INSR LTR | | TYPE OF INSURANCE | ADDL | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | i . |
| В | Χ | COMMERCIAL GENERAL LIABILITY | | | 34uunac2340 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE | \$2,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | GE | N'L AGGREGATE LIMIT APP <u>LIES</u> PER: | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | Χ | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | | OTHER: | | | | | | | |
| Α | ΑU | TOMOBILE LIABILITY | | | 34 UEN AC2551 | 09/30/2023 | 09/30/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | Х | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | | AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | | |
| Α | Х | UMBRELLA LIAB X OCCUR | | | 34XHUAC1904 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE | \$10,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$10,000,000 |
| | | DED X RETENTION \$10,000 | | | | | | | |
| Α | | DRKERS COMPENSATION AND IPLOYERS' LIABILITY | | | 34weat9ruf | 09/30/2023 | 09/30/2024 | X PER STATUTE OTH- | |
| | AN | Y PROPRIETOR / PARTNER / EXECUTIVE | l | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | (M | andatory in NH) | N/A | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | If y | es, describe under SCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

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

County and the members of Commissioners Court are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of County and the membe of Commissioners Court in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

| CERTIFICATE HOLDER | CANCELLATIO |
|--------------------|-------------|
|--------------------|-------------|

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

Fort Bend County Purchasing Agent Attn: Norma Weaver 301 Jackson Street, Suite 201 Richmond TX 77469 USA

Aon Rish Insurance Services West Inc

ATTACHMENTS

List of Attachments

Attachment No. 1: Preliminary Project Plan

Attachment No. 2: Resumes

Attachment No. 3: Regulatory Documents

Attachment No. 4: Audited Financial Statements

Attachment No. 5: Current Sample Commissions Report

Attachment No. 6: List of Government Contracts

Attachment No. 7: References

Attachment No. 8: Sample Master Services Agreement

Attachment No. 9: Wireless Charging Cart Technical Specifications

Attachment No. 10: General Information / Instructions

Attachment No. 11: Acknowledgement of Receipt of Addenda

Attachment No. 12: Fort Bend County Exhibits

Attachment No. 1

Preminary Project Plan

| | Task Name | Start | Finish | Duration |
|-----|--|-------------|-------------|----------|
| 0 | Fort Bend County, TX- 1 to 1 Tablets, STC, Lantern, AIS, SVC | Wed 5/15/24 | Mon 8/19/24 | 69 days |
| 1 | Initiation | Wed 5/15/24 | Tue 5/28/24 | 10 days |
| 2 | Review and Confirm Scope of Work (SOW) | Wed 5/15/24 | Wed 5/15/24 | 1 day |
| 3 | Plan composition updates- Initial baseline | Thu 5/16/24 | Wed 5/22/24 | 5 days |
| 4 | Request to Telecom Team for Evaluation | Thu 5/23/24 | Thu 5/23/24 | 1 day |
| 5 | Internal Kick Off Meeting | Thu 5/23/24 | Thu 5/23/24 | 1 day |
| 6 | Project Kickoff Complete | Thu 5/23/24 | Thu 5/23/24 | 0 days |
| 7 | Agency Kick Off Meeting | Fri 5/24/24 | Fri 5/24/24 | 1 day |
| 8 | Agency Integration Meeting | Mon 5/27/24 | Mon 5/27/24 | 1 day |
| 9 | Integration Kickoff | Tue 5/28/24 | Tue 5/28/24 | 1 day |
| 10 | Equipment Ordering and Installation | Wed 5/29/24 | Tue 7/23/24 | 40 days |
| 23 | 1 to 1 Tablets | Thu 6/27/24 | Tue 8/13/24 | 34 days |
| 24 | HW Install Completed (Tablet) | Thu 6/27/24 | Fri 6/28/24 | 2 days |
| 25 | Configuration Setup & Provisioning | Thu 6/27/24 | Fri 8/9/24 | 32 days |
| 26 | Implementation & Monitoring | Thu 6/27/24 | Tue 7/30/24 | 24 days |
| 64 | Forms | Thu 6/27/24 | Mon 8/5/24 | 28 days |
| 71 | Education- Lantern | Thu 6/27/24 | Fri 8/9/24 | 32 days |
| 80 | Tablets Delivered | Wed 7/24/24 | Wed 7/24/24 | 0 days |
| 81 | Onsite/Webinar Training | Thu 7/25/24 | Thu 7/25/24 | 1 day |
| 82 | Tablet Testing onsite | Thu 7/25/24 | Mon 7/29/24 | 3 days |
| 83 | Go-Live: TABLETS and associated services | Tue 7/30/24 | Tue 7/30/24 | 0 days |
| 84 | SVC Lobby Terminal | Thu 6/27/24 | Mon 8/19/24 | 38 days |
| 110 | AIS Phase for Deployment of Services | Wed 5/29/24 | Thu 8/8/24 | 52 days |
| 137 | STC - New Install | Thu 6/27/24 | Fri 7/19/24 | 17 days |
| 152 | Project Post Go Live Issue Review | Mon 7/29/24 | Fri 8/9/24 | 10 days |
| 153 | Project Acceptance and Closure | Mon 8/19/24 | Mon 8/19/24 | 1 day |
| 154 | | | | |
| 155 | | | | |
| 156 | Currently Installed Services | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 157 | ITS- Phones | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 158 | ICER | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 159 | IPRO | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 160 | Word Alert | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 161 | Threads | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 162 | Money Transfer | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 163 | Video visitation | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 164 | DMC | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 165 | Emessaging | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 166 | Inmate Voice Mail | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 167 | Lobby Kiosks | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 168 | Booking Kiosks | Wed 5/15/24 | Wed 5/15/24 | 0 days |
| 169 | Video Visitation | Wed 5/15/24 | Wed 5/15/24 | 0 days |

Attachment No. 2

Resumes

RESUMES

The list of key personnel is provided below, with resumes included in **Attachment No. 2**.

Sally Zeitvogel; Advisory Account Manager

Michael Hildebrandt; Senior Client Services Manager

David Gergen; Field Services Manager

Adam Schaffer; Regional Manager, Field Operations

Pat Robertson; Director, Field Operations

Armando Valeriano; Senior Director, Account Management

Jalendra Traylor; Supervisor, Field Services Administration

Ben Simpson; Senior Manager, Operations

Jamie Wade; Senior Manager, Operations

Marlon Miller; Senior Manager, Operations

Billy Briskey; Senior Manager, Implementation Project Management

Hezi Benmoshe; Senior Director, Operations and Project Management Office

Marsha McGrew; Program Manager

Tullaha Roper; Field Services Client Administrater

Jared Bluford; Field Services, Installer

| | Sally Zeitvogel; Advisory Account Manager | | | | | |
|-------------|--|--|--|--|--|--|
| Summary: | Sally brings more than 20 years of experience in telecommunications sales and account management. This includes more than 17 years of managing large enterprise accounts. Sally has developed reputation for consistently exceeding targets and demonstrates a strong work ethic. Sally thrives on challenges to overcome obstacles with solutions that as sound and financially feasible. Her exceptional interpersonal and communication skills (network, collaborate, negotiate) help to bui positive, effective business relationships. | | | | | |
| Experience: | Develops and expands Partner relationships Manages key customer projects (RFPs, RFIs, MACs, Turnkey Solutions, etc.) Facilitates timely resolution of customer issues Supports of the product/feature development process Updates and maintains customer records in a timely fashion Ensures financial integrity of designated partnerships Collaborates with partners in a solution sales methodology to identify, pursue, and close new business Identifies competitive activity with respect to changes in application, product, pricing, or marketing strategies. Acts as team lead for partner relationships and coordination of Securus resources Partners with sales engineer on the development and implementation of the overall sales strategies within the partners Ensures thorough familiarity with Securus platforms and business processes Responsible for new sales of Data Analytics/Business Intelligence solutions to Tier 1 and Tier 2 Telecommunications Carriers in North American Market Responsible for developing strategic solutions to meet customer requirements and needs | | | | | |

| | Facilitated meetings internally with other departments on behalf of customer to resolve issues, introduce new products, plan implementation meetings, set goals and expectations for the benefit of delivering what customer needs were Worked with existing customers on a daily basis and met with them on a monthly basis to answer questions, solve issues, present new products, etc. |
|-----------|---|
| Education | Bachelor of Business Administration |
| | Texas A&M University, Kingsville, Texas |
| | Business Management and Business Administration |
| | |

| Michael Hildebrandt Senior Client Services Manager | |
|--|---|
| Summary: | More than twenty years' experience managing the post sales customer experience for major clients in the investigation and financial services markets. Areas of expertise include product training, data base administration, root cause analysis, case escalation, and conflict resolution. |
| Experience: | Builds strong relationships with account decision makers and the key influencers Manages assigned national accounts and strategic |
| | partnerships to ensure maintenance of solid relationships and coordination of all services |
| | Ensures retention and satisfaction of assigned client base through expanded relationships |
| | Establishes and facilitates regularly scheduled meetings with assigned clients to discuss service related and key success metrics |
| | Supports operations in the development of new programs for clients, including developing presentations, and general support |
| | Maintains a high level of client satisfaction through outstanding customer service as measured by periodic client surveys and feedback, i.e., the CSAT process |
| | Participates in regular business reviews with assigned clients |
| | Interfaces with internal & external operations teams to solve client issues/escalations and maintain satisfaction ratings |
| | Facilitates effective communication between customer and internal associates in order to better service the assigned Securus accounts |
| | Pro-actively engages operations to address product /solution performance issues before they impact the customer relationship |
| | Evaluates and determines areas within an account where additional product offerings would improve the account's performance |

| | • |
|-----------------|--|
| Training & | Securus products and services (advanced) |
| Certifications: | Microsoft Office Suite |
| | ■ CRM |
| Education | B.S. Communications |

| | David Gergen | | | | |
|-------------|--|--|--|--|--|
| | Field Services Manager | | | | |
| Summary: | Information Technology Professional with proven success having 25+ years of working experience in Oil and Gas Energy Industry in Information Technologies, Base & Field Operations Team and in sales & technical support team (Supporting business units worldwide). Possess impeccable written and verbal communication skills and excellent management skills. | | | | |
| Experience: | Securus Technologies Inc Carrollton Texas | | | | |
| | 2021 - Present Field Service Manager | | | | |
| | Securus Technologies offers communication solutions for incarcerated individuals and their families while delivering security tools to protect facilities and the public. Securus also provides incarcerated individuals with education, job training, and other helpful resources to support a successful re-entry. | | | | |
| | Customer Management | | | | |
| | Responsible for tailored Customer Relationship Management (CRM) plan within assigned area to include formal reviews with designated accounts. | | | | |
| | Responsible for all aspects of Customer Satisfaction survey results and improvement opportunities within assigned area. | | | | |
| | Travel and visit customers and associates to ensure customer satisfaction | | | | |
| | Contact premier accounts, call back customers, conference call with associates and sales personnel. | | | | |
| | Ensure contract requirements for installation and service are met. | | | | |
| | Associate Relationship Management | | | | |
| | Provide Area Leadership to Associates | | | | |
| | Hire and develop direct reports | | | | |
| | Approve timesheets, time off requests, expense reports, CRS reimbursement and contractor invoices. | | | | |
| | Must exhibit all of the Company's cultural attributes. | | | | |

• Ensure the technical performance of their team(s) utilizing training courses etc.

Business Management

- Management responsibility for planning and implementation of the Area budget (cost center)
- Assist Sales team with account retention and renewals as needed
- Initiates sales engagement based on potential opportunities.
- Area Asset management (Truck Inventory, Company car, Laptop's, and Etc...)
- Ensure Installation/MAC, HEAT and CERTS data accuracy
- Monitor area service needs and ensure that associates are meeting the expectations.
- Analyze and reduce operating costs.
- Preparing and delivering presentations to Senior Management.
- Lead team to meet and exceed company objectives.

Scomi Equipment Inc Houston Texas 2005 – 2021 Technical Service Manager/IT

- Scomi Equipment is an established Oilfield Waste
 Management Company offering services in: Drilling Fluids,
 Drilling Waste Management and Products and Services.
- Management of Scomi's Information Technologies
 Department for North and South America.
- Management of Mobile Communications and Telephony Services.
- Management for Computers, LAN and WAN Technical Support
- Management for Servers, Routers, and all LAN appliances used in Site-to-Site connections for North and South America.
- Management of user accounts, email accounts and server access.

- Management of Administration of Coda9 SQL Database and SAP (Accounting Software).
- Management of Quality Assurance: Application Installation, Configuration, Administration, and Disaster Recovery.
- Management of Procurement and/or leases of all Information Technology Equipment.
- Project Management Implementation of Scomi's ERP System in North America.
- Management of control systems and instrumentation tech support for all Scomi's Equipment staged worldwide.
- Trained the trainer for all Scomi's staff worldwide.
- Responsible for all on-site commissioning of Scomi's equipment worldwide offshore and onshore operations.
- Responsible for FAT (field acceptancy testing) performed for all equipment purchased.
- Responsible for calibration and configuration of all equipment instrumentation.
- Project Management: Implementation and testing of Scomi's Microwave thermal treatment process.
- Project Management: Implementation and testing of Scomi's Bulk Storage and Retrieval System (BSRS) automation Technologies.
- Project Management: Implementation of Scomi's Drill Cuttings Injection and Slurrification System.
- Design and Maintenance of Scomi Equipment's Product line worldwide.

Scomi Oiltools Inc Houston Texas 2005 - 2010 Regional Manager Information Technologies

Scomi Equipment is an established Oilfield Waste Management Company offering services in: Drilling Fluids, Drilling Waste Management and Products and Services.

- Management of Scomi's Information Technologies
 Department for North and South America.
- Management of Mobile Communications and Telephony Services.
- Responsible for Computers, LAN and WAN Technical Support

- Responsible for Servers, Routers, and all LAN appliances used in Site to Site connections for North and South America.
- Management of user accounts, email accounts and server access.
- Maintain and Administration of Coda9 SQL Database (Accounting Software).
- Responsible for Quality Assurance: Application Installation, Configuration, Administration, and Disaster Recovery.
- Responsible for Procurement and/or leases of all Information Technology Equipment.
- Project Management Implementation of Scomi's ERP System in North America.

National Oilwell Varco Houston Texas 2002 – 2005

- Network Administrator
- National Oilwell Varco is a Manufacture of Systems and Components used in Oil and Gas Drilling and Production.
- Provide day to day support to users on all company Hardware and software.
- Maintenance and administration of company's LAN and WAN connection integrity (internal and external worldwide.).
- Maintenance and administration of building, phones, security system and security access.
- Maintenance and administration of company's daily backups.

Training & Certifications:

- Performance and cost of Solids Control By SPE
- Omron PLC and HMI Advanced Programing
- Wonderware HMI Developer Programing.
- Topworks pneumatic Valves and instrumentation.
- Solids Control Level 1
- BOSIET and HUET Certified.
- Allen-Bradley RS 5000, Panel View and VFD Programing

- Wago PLC Advanced Programing Complete Safety Induction
- Saudi Aramco and PDO Oman
- Yaskawa VFD Drive Programing
 Emerson Advanced instrumentation
 CPR and Basic Fire Fighting.
- MCSE, MCP Certification: Microsoft Windows Server, Exchange Server, and SQL Server
- Cisco CCNA

| | Adam Schaffer Regional Manager, Field Operations | | |
|-------------|---|--|--|
| Summary: | Adam has over 7 years of experience in the inmate communications industry. He currently manages all Field Operations in Indiana, Illinois, and Michigan. He is responsible for managing all technicians in the area and ensuring that all maintenance and repairs are completed in a timely and professional manner. | | |
| Experience: | Direct Supervision of 10 technicians and 11 contractors across Indiana, Illinois, and Michigan. Supervise daily maintenance, repairs, and installations at over 130 sites in service area. Ensure that all Service Level Agreements and time frames are met in accordance with the contracts for repairs, maintenance, and installations. Maintain demanding metrics driven reports in a fast pace corporate environment. Provided maintenance, installation, care, and trouble-shooting of Equipment (SCP, DCM, DCB, Adtrans, work stations, modems, printers, and all associated cable/wiring (cat 5 & cat3), punch work). Primarily responsible for the installation and maintenance of kiosks in 21 Indiana Department of Corrections Facilities along with assisting in multiple other facilities across the Nation. Kept constant communication with site contacts to ensure customer satisfaction. Work History Securus Technologies, Inc., Field Service Manager (2018 to Present) JPay Inc., (A Securus Company), Field Service Manager (2015-2018) | | |
| | JPay Inc., (A Securus Company), Field Service Technician (2012-2015) United States Army, (2000-2012) | | |

Education

 Indiana University Kelly School of Business Management and Finance degree

| Pat Robertson Director, Field Operations | | | | |
|--|--|--|--|--|
| Summary: | Patrick has more than 15 years' experience of telecommunications experience, specifically in technical support and field service management. He has successfully maintained accounts in 14 states and managing the implementation and support of Kentucky DOC; Cook County, Illinois; and Marion County, Indiana. | | | |
| Responsibilities: | Solution and information resource and onsite trainer for our customers and non-customers | | | |
| Experience: | Securus Technologies, LLC Regional Service Manager Responsible for overall service for facilities in 22 states – 1,089 contracts Supervise four field service managers and their staff 68 indirect reports Establish, implement, and maintain technical standards adhering to company policies/procedures and ensuring customer satisfaction Schedule, hire, train, staff; administer performance reviews; plan and meet budget requirements Monitor daily service needs analyze and reduce operation costs Ensure all inquiries or service issues related to our inmate telephone system are addressed satisfactorily and in a timely fashion Perform site visits to facilities to ensure customer service | | | |
| Training & Certifications: | SCP Certifications | | | |
| Education | Bachelor of Science in Business Administration- University of Louisville, Louisville, KY | | | |

| Armando Valeriano Senior Director, Account Management | | | | |
|---|--|--|--|--|
| Summary: | Armando is a strategic minded individual with 24 years of correctional experience and over 6 years of client relationship experience. Armando has an in-depth knowledge of corrections and uses his experience to manage client accounts and ensuring total satisfaction. Armando is highly motivated and enjoys building excellent and productive client relationships by working to identify their needs and quickly resolving issues to assure business requirements are met. | | | |
| Experience: | Builds strong relationships with account decision makers and key influencers. Ensures retention and satisfaction of assigned client base | | | |
| | through expanded relationships. Maintains working knowledge of various business products and services. | | | |
| | Interfaces with internal and external operations teams to solve client issues/escalations and maintain satisfaction ratings. | | | |
| | Conducts quarterly account reviews and prepares requested assessments for clients. | | | |
| | Facilitates effective communication between customer and internal associates to better service the assigned Securus accounts. | | | |
| | Evaluates and determines areas within an account where additional product offerings would improve the account performance. | | | |
| | Work History | | | |
| | Securus Technologies, Inc., Senior Account Manager | | | |
| | Connecticut Department of Correction – Chief of Investigations and Intelligence | | | |
| Education | Tunix Community College-Command Leadership | | | |

| Jalendra Traylor Supervisor, Field Services Administration | | | | | |
|---|---|--|--|--|--|
| Summary: | | | | | |
| | Ms. Traylor has been with Securus since 2015 and supervises Field Service Administration to ensure customer needs are met and that all identified issues are responded to in a timely manner. She has shown effective communication and managerial judgment in securing all needs are identified and met. | | | | |
| Experience: | CSR III/Media Agent Call Center/FSR/Dispatch Analyst/FST I/FSCA Supervisor Securus - Dallas, TX March 2015 to Present Responsibilities | | | | |
| | Responsible for leading a team of Field Service Administrator teams (Onsite or Roving) or a team of Field Service Client Administrator teams (Onsite or Roving) and delivering against Customer Management, Employee Management and Business Management objectives. | | | | |
| | Accomplishments | | | | |
| | I enjoy assisting my team with completing tasks big and small. I am enjoying learning different processes and things to better me as a Supervisor. | | | | |
| | Skills Used | | | | |
| | Customer service, computer skills, verbal skills, and people skills, multitasking, employee development, leadership, and critical thinking skills. | | | | |
| | Cashier | | | | |
| | Albertsons Market - Mesquite, TX 2014 to Present | | | | |
| | Provide LEGENDARY Customer Service. | | | | |
| | Cash handling. | | | | |
| | Organizing and cleaning work station. | | | | |
| | Springleaf rehab and nursing (lifetime wellness) - Shreveport, LA January 2014 to April 2014 | | | | |
| | Worked as a intern under Christi Coats. Conducted daily workout session, passing out newspaper, conducting assessments, conducting group activities, outings, overseeing gym time. | | | | |

| | Facilitator | | | | |
|-----------------|---|--|--|--|--|
| | NHP Foundation- Summer Camp - Dallas, TX 2012 to 2012 | | | | |
| Training & | Technical Support | | | | |
| Certifications: | Microsoft Outlook / PowerPoint | | | | |
| | Computer Skills | | | | |
| | Event Planning | | | | |
| | Account Management | | | | |
| | Microsoft Publisher | | | | |
| | Troubleshooting | | | | |
| | Microsoft Windows | | | | |
| | Microsoft Word | | | | |
| | Active Directory | | | | |
| | Educator (5 years) | | | | |
| Education | Bachelors in Therapeutic Recreation Grambling State University - Grambling, LA August 2008 to May 2014 | | | | |

| Ben Simpson Senior Manager, Operations | | | | | |
|--|--|--|--|--|--|
| Summary: | Former corrections manager with 15 years' experience in and around the corrections industry; Mr. Simpson specializes in tablet capabilities, provided operational recommendations to assigned agencies, and assists with onsite implementations to ensure smooth transitions and integrations. | | | | |
| Experience: | Securus Technologies, Inc. 2018 to Present Field Marketing Analyst Subject matter expert on tablet capabilities and functionality Provide operational recommendations and best practices to assigned agencies Assist with onsite implementation processes for smooth integration Fort Bend County Sheriff's Office 2006 – 2018 Project Manager for Detention Bureau with ownership over dozens of projects Managed staff in five functional areas of the Sheriff's Office TCOLE Master Peace Officer, TCOLE Master Jailer, and Certified FTO JP Morgan Chase Bank 1999-2006 Small Business Online Banking Trainer Presented at community events and to internal staff to promote banking products Developed relationships with important small business clients and facilitated their use of online banking products Managed a team of small business online banking professionals | | | | |
| Training & Certifications: | Texas Commission on Law Enforcement (TCOLE) Master Peace Officer TCOLE Master Jailer Peace Officer & Corrections Officer FTO (Field Training Officer) Certified | | | | |

Education

University of Phoenix, Houston, Texas

Bachelor of Science in Business Management 2007

| | Jamie Wade Senior Manager, Operations | | | |
|-------------|---|--|--|--|
| Summary: | Experienced project management professional, within the telecommunications industry, with the ability to oversee and direct individuals and objectives while driving a commitment to high-quality results by providing recognized expertise in leadership, team building, time management, project management, organization and superior written and verbal communication skills. | | | |
| Experience: | Securus Technologies, Inc. 2018 to Present Senior Manager, Operations Management of Implementation Project Management | | | |
| | Team of ten Securus Project Managers Mitigate escalations and provide project assistance to ensure quality deliverables of all implementation projects | | | |
| | Identify and uphold Team metrics surrounding milestones, quality assurance and project SLA to ensure superior project delivery | | | |
| | Securus Technologies, Inc. 2014 to 2018 Product Manager, New Products | | | |
| | Contribute towards Strategy, Innovation, and Alpha/Beta Roll-Outs | | | |
| | Embed advances in Technology into innovative technology within Corrections Industry by identifying and prioritizing innovation opportunities to guide investments and resource allocation | | | |
| | Lead and / or supporting strategic initiatives identified by the Director of Strategic Marketing; Partner closely with other members of Sales, Marketing, and Development Organizations | | | |
| | Securus Technologies, Inc. 2009 to 2012 Implementation Project Manager | | | |
| | Oversee new business installations from initiation to completion for large, complex, Regional, National and DOC correctional facilities. | | | |
| | Project Management planning, execution, controlling and monitoring, and closing of all implementation activities | | | |

| | Infrastructure deployments and integration projects; resource coordination and scheduling; telecom provisioning; quality management | |
|-----------------|---|--|
| Training & | US Patent (10,063,698) Issued – August 28, 2018 | |
| Certifications: | Adtran Training | |
| | Basic Telephony Certification | |
| | Network Fundamentals Certificate | |

| | Marlon Miller Senior Manager, Operations | | | |
|----------------------------|---|--|--|--|
| Summary: | Mr. Miller has more than 22 years' experience with an extensive technical background in the telecommunications and call center industry. He has 13 years' experience in the telecommunications industry encompassed with LEC & CLEC environment and 9 years' experience managing within Customer Service Call Center environment. | | | |
| Experience: | Support technical solutions development within Securus Ensure the highest quality delivery of partner projects Support product/feature development process Provide "Best in Class" internal/external customer support Consult with customer, identify technical requirements, present viable solutions and drive flawless execution of the agreed solution | | | |
| | Analyze, Monitor and proactively initiate corrective activity to continue growth and enhance the knowledge level and skill set of Support Technicians | | | |
| Training & Certifications: | Lucent Technologies TC 1601 Communication Basics Lucent Technologies TC 1602 Analog & Digital Concepts Lucent Technologies TC 1603 Transmission Lucent Technologies TC 1603 Switching Disciplining Difficult Employees Lawful Termination's Exceptional Customer Service Management Skills for New Supervisors Practical Skills for Managers & Supervisors Organizing & Leading Teams Valuing Diversity Leading High Performance Teams Brainstyles Customer Service Excellence | | | |
| | Servant LeadershipLeadership and Team Success Award | | | |

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Phillips College, Chicago, IL
 Diploma in business Data Processing - June 1987
 Computer Programming

| Conic | Billy Briskey Senior Manager, Implementation Project Management | | | | |
|-------------|---|--|--|--|--|
| Summary: | Mr. Briskey brings a powerful and diverse background to his role as Senior Manager, Implementation Project Management here at | | | | |
| | Securus Technologies. He brings a strong vision to his leadership role and extensive experience in project management to ensure | | | | |
| | that customer commitments are met and that projects stay on track and are focused on the right issues and processes. | | | | |
| Experience: | Senior Mgr, Technical Program Management (Implementation PMO) | | | | |
| | Securus Technologies July 2023 – Present (Remote) | | | | |
| | Develops and drives the project management office strategy by creating and maintaining project evaluation tools, methods, and performance dashboards | | | | |
| | Oversees the development, refinement, and implementation of project management methodologies, toolkits, and practices; driving timely project progression and completion; reviewing return on investment and financial impact analysis and data to propose strategies to senior leadership | | | | |
| | Directs project oversight and governance by establishing a project decision framework | | | | |
| | Oversees current and forecasted projects by reviewing project work plans; reviewing and selecting proposed projects; ensuring project objectives are aligned with overall program goals; forecasting and managing internal project resources; identifying project milestones, expenditures, and costs against project schedules and budgets; and leading projects and communicating status to key stakeholders. | | | | |
| | Directs strategic development, planning, and execution of projects by leading my team to drive project and business performance; leading project documentation efforts; reviewing and determining current process and value gaps and their impact on projects and company strategic objectives; identifying strategic issues and developing coordinated responses; leading the development of | | | | |

mitigating strategies and actions; monitoring and reporting on financial goals; analyzing budgetary needs and gaining approval; managing resources to adequately support the current and future needs; and collaborating in the development and implementation of training and communication strategies.

Senior Technical Program Manager Fanatics October2022 - July 2023 (Remote)

- Leads the IT implementation of office build-outs across the United States for Fanatics, resulting in all networking and end-user computing requirements being met on time and under budget
- Manages the project plan and implementation of migrating several acquired companies into a newly developed environment and data center with the goal of standardizing policies, processes, and applications
- Developed the intake and workflow processes for the program management team and development teams, building the Jira projects, roadmaps, workflows, and various project management templates (RAID Log, executive level reports, resource management template, etc.) leading to greater efficiency and maturity of all projects
- Led Oracle Enterprise Resource Planning (ERP) projects which provided the ability to allocate and price products to various customers based on tier levels, which translates to increased revenue growth

Senior Manager, Technical Program Management - Enterprise Applications

Zwift

Nov2021 - October2022 (Remote)

 Led a team of Technical Program Managers, Business System Analysts, and Process Improvement Managers responsible for delivering strategic initiatives and planning activities projected to provide multi-million dollars of revenue growth for Zwift's Enterprise Functions (Supply Chain, 3rd Party Logistics/Warehousing, Finance,

- Engineering, Customer Service, eCommerce, Marketing, and HR)
- Developed, maintained, and prioritized the roadmap and backlog for Enterprise Applications Systems, including Oracle NetSuite (ERP), Arena (Product Lifecycle Management - PLM), Solidworks (Engineering Design), Customer Relationship Management (CRM), Shopify (eCommerce), and Workday (HR) in alignment

Manager 2 - Product Management (Business Transformation PMO) Huntington Ingalls Industries Aug2018 - November2021

Newport News, VA

- Provided transparency of progress to executives, aligning goals and expectations, which led to on schedule execution of quarterly commitments/goals for feature development and new Enterprise App launches
- Enabled the launch of Zwift's own first-party hardware and the successful launch of a Product Lifecycle Management Software (Arena) through development of Enterprise Platform feature requirements, acceptance criteria, and specifications to position developers to execute efficiently
- Matured my team from a strict "start-up company" mindset into a Software Delivery Lifecycle (SDLC) model with more structured business process documentation and data governance through Ways of Working workshops
- Led process mapping and procedure documentation of Order to Cash, Procure to Pay, Design to Build, and other ERP and PLM business processes, allowing for analysis of process improvements and efficiency gains

Manager 2 - Product Management (Business Transformation PMO) Aug2018 - November2021 Newport News, VA

 Huntington Ingalls IndustriesManaged a team of 8 Agile Scrum Product Owners responsible for high profile SAP ERP and Manufacturing Execution System (MES) products and processes for a digitally focused Fortune 400 shipbuilding company

- Led organization from a waterfall mindset to Agile by becoming our organization's first Certified Scrum Product Owner (CSPO) and subsequently developed my team to be leaders in the initiative
- Coordinated my team's transition into an Enterprise Scaled Agile (SAFe) solution resulting in cross-product alignment of metrics and Key Performance Indicators (KPIs) of Epics, Features, and User Stories
- Created LEAN solutions for business processes through current and future state process mapping at multiple levels of business architecture to aid in requirement gathering, requirement grooming, procedure development/changes, and testing development
- Coordinated software releases through testing, demos, and training, including zero audit-findings from Delloitte following launch of a large IT infrastructure upgrade from SAP ECC to S4 Hana
- Developed and managed department budget, resulting in an above 1.0 Cost Performance Index (CPI) on multi-million dollar IT infrastructure projects. Developed and managed a \$3M-\$4M overhead budget with zero overruns
- Developed and led ERP Governance and Steering Committee for IT Products. Developed a system to resolve conflict, impediments, and priority issues between various IT projects and initiatives

Senior Quality Engineer Huntington Ingalls Industries May2017 - August2018 Newport News, VA

- Led the implementation of SAP S4 Hana for the Quality Division, including User Acceptance Testing and Regression Testing, resulting in a smooth go-live
- Supported efforts to connect Quality Division data streams into a data lake to facilitate useful data analytics, resulting in Pareto charts of the most common craftsman issues and defects
- Led the implementation of Integrated Digital Shipbuilding (iDS) for the department which resulted in an improved

| | material "where-used" feature in SAP to determine all instances of use of problematic material |
|----------------------------|---|
| | Nuclear Construction Engineer Huntington Ingalls Industries June2011 - May2017 Newport News, VA Senior Engineer and Waterfront Trades Support for construction of Virginia Class Submarine and Ford Class Aircraft Carrier propulsion plants for multiple Reactor Plant components and systems |
| | Implemented process changes resulting in savings of over \$250,000/year by eliminating frequent rework |
| Training & Certifications: | Management: Intent Based Leadership, Coaching, Knowledge Management, Project Management, Risk and Opportunity Management, Root Cause Analysis, Labor Resource Management, Earned Value Management, Organization of Teams, and Communication (Technical writing, presenting, and meeting leader) |
| | Technical: Certified Scrum Product Owner, Agile/Scrum/Kanban/SAFe Methodologies, Software Development, Network Engineering, Functional Specification Development, SuiteScript, JavaScript, Business Intelligence, Mechanical/Structural Engineering |
| | Software: SAP ECC/S4, SAP PEO, NetSuite, Arena PLM, Jira, Confluence, Azure DevOps, TFS, Shopify, BigCommerce, Workday, Kustomer, SalesForce, Happy Returns, Slack, Microsoft Office, Miro, Solidworks, SQL, SharePoint |
| Education | Master of Science Degree in Engineering Management May 2020 The George Washington University Washington, DC |
| | Bachelor of Science Degree in Mechanical Engineering May 2011 Virginia Polytechnic and State University Blacksburg, VA |

Hezi Benmoshe Senior Director, Operations and Project Management Office

Summary:

Results-focused, analytical and visionary Operations Executive Management Professional with 25+ years of experience leading/directing teams, delegating tasks, instructing/training staffs, and monitoring performance to ensure optimal productivity. Award-winning employee advocate and customer liaison with an ability to manage multiple organizational projects simultaneously, streamline operational efficiency, develop goals, drive continuous process improvement, cultivate client rapport to improve engagement, and establish customer-focused policies and procedures. Solutions-oriented, top-performing team builder with outside-the-box issue troubleshooting skills seeking to leverage background into an executive leadership, director or VP role for a progressive organization, focusing on identifying opportunities for cutting costs, improving staff productivity and driving efficiency. Avid marathon runner and triathlon athlete.

Responsibilities:

Responsible for developing and executing vision and strategy for assigned Operations function, including the strategic positioning, and management of all associates, resources and assets. Lead teams responsible for the implementation and support of Company products and services to meet the company's business objectives, create customer loyalty, grow revenue and manage costs.

Experience:

Aventiv | Florida/Taxes | 2010-Present Director of Operations (2020-Present)

- Oversees the project management group (70 people) 5 program managers that run different program in the organization
- Deliver projects with a budget of \$200MM in deployment/installation in 15 different states
- Oversees the purchasing group 3 buyers , 4 categories managers
- Managing the vendors in Asia China and Singapore

JPay | Florida | 2010-Present Vice President of IT Operations (2016-2020)

> Oversees day-to-day operations to support company growth and organizational bottom-line profitability.

- Focused efforts on strategic IT planning, budgeting, longterm IT infrastructure planning, goal setting, onshore and offshore vendor relations, and supply chain management.
- Built a warehouse from scratch and selected tools/software to help improve the entire supply chain, growing up to 41 employees, while efficiently sending 10K+ tablets to the field each week.
- Traveled to China to interface with different factories manufacturing the products including tablets (cloud base) and blue tooth earphones.
- Built an IT team budget with \$150M+ in deployment/installation projects and \$7M in maintenance projects.
- Strengthened traceability by initiating a previously nonexistent reporting process to track monthly installation/deployment or maintenance spending.
- Designed a new kiosk with 50% in cost savings, minimizing expenses from \$3K per unit to \$1,500.

Director of IT (2011-2016)

- Supervised 3 teams with 41 employees, while overseeing 16 network and system engineers responsible for implementing and supporting POS in the field across 17 states with 5,500 kiosk installations.
- Directed 14 network engineers in the Network Operations Center (NOC), monitoring offsite servers and PCs 24/7.
- Proactively troubleshoot potential issues to maintain continuous connectivity and minimize workflow disruption.
- Supported the project management office (PMO) and 5
 project managers responsible for timely and within-budget
 R&D and deployment project completion.
- Built teams to significantly improve customer satisfaction by providing the right information at the right time with 5x9's Network uptime.
- Saved \$2M+ by switching the networks in the field from wireless to hardwire fiber network.
- Redesigned key equipment, capturing a 50% decrease in per unit cost, resulting in an average savings of 15-20 units per location in multi-facility rollouts.

- Managed the implementation of a new help desk system, Kaseya/SolarWinds (monitoring) and Tropos control (networking).
- Implemented new processes and procedures to maintain IT operational effectiveness and efficiency by designing rollout plans for projects and managing the facility implementation work queue.
- Developing processes to improve the level of service and reduce costs by 20%.

Application Support Manager (2010-2011)

- Directed 6 engineers supporting desktops, infrastructure, production support, and configuration.
- Managed a hosted environment of 12 Windows servers (2003 and 2008) and 3 SQL servers, while heading all installations, maintenance and upgrades.
- Led source control and deployment for JPay software (cloud base) in all environments including QA, DevOps and production.
- Supported production releases for IIS, MSSQL, and proprietary applications.
- Headed all backup and disaster recovery, while documenting and enacting a remote Disaster Recovery Plan for core applications, with full testing and execution.

Leumi | Israel | 2007-2010 System MF Team Leader

- Led a team of 5 mainframe system engineers in the communication department within IT operations in the bank.
- Ensured team responsibilities were met including maintenance of communication software, and devising and implementing communication methodologies and products, such as NETPASS, OSPF, NETVIEW, VTAM, and TCPIP.
- Directed business continuity and disaster recovery by designing a remote plan for the mainframe communication applications with semiannual testing.

| Training & Certifications: | Operating Systems: Windows, Linux, Mainframe (Z/OS), VMS |
|----------------------------|---|
| | Servers: Windows Servers (HP, Dell), Sun Solaris, Mainframe (IBM), AS/400 |
| | Databases: SQL Server 2000/2005/2008, Oracle (Version 10) |
| | Software: Cloud Base Software, Meraki Cisco AP, Kaseya/SolarWinds (Monitoring), Tropos Control (Networking), IBM Software (VTAM, NETPASS/NETVIEW), Tivoli-Tec, VMware-ESX, Linux, MS Office Suite |
| | Networking: Wi-Fi Network, Hardwire Network (Fiber and Cat5/6), VPN, Cisco Equipment ASA Routers and Firewalls |
| Education | MA in Law (Cum Laude), Bar Ilan University, Israel |
| | BA in Economics & Management (Magna Cum Laude), Academic College of Tel Aviv, Israel |

| Marsha McGrew Program Manager | | |
|-------------------------------|---|--|
| | | |
| Summary: | Oversee groups of projects that are linked through a common organizational goal—collectively called a program. As the Program Manager, Ims. McGrew works to make sure the program is aligned with the organization's larger strategy. She currently has 1 Project Manager. 1 Project Coordinator, 2 Technical Implementation Technicians (1 Jr. and 1 Sr.), Project Admin and and an Integration Technician. Ms. McGrew possesses a strong working knowledge of Workfront and Salesforce/TaskRay. | |
| Experience: | Securus Technologies Program Manager 2022-Present | |
| | Strategize, implement, and maintain program initiatives that adhere to organizational objectives. | |
| | Develop program assessment protocols for evaluation and improvement. | |
| | Maintain organizational standards of satisfaction, quality, and performance. | |
| | Oversee multiple project teams, ensuring program goals are reached. | |
| | Manage budget and funding channels for maximum productivity. | |
| | Work with the Project Managers and Project Coordinators to plan project schedules, budgets, and goals. | |
| | Collaborate with executive management to help achieve an organization's goals and come up with new strategies. | |
| | Facilitate communication across different projects and cross-functional teams. | |
| | Work closely with project sponsor, cross-functional teams, and assigned project managers to develop the scope, deliverables, required resources, work plan, budget, and timing for new initiatives. | |
| | Manage program and project teams for optimal return on investment, and coordinate and delegate cross-project initiatives. | |
| | Identify key requirements for cross-functional teams and external vendors. | |

- Develop and manage budget for projects and be accountable for delivering against established business goals/objectives.
- Work with other program managers to identify risks and opportunities across multiple projects within the department.
- Analyze, evaluate, and overcome program risks, and produce program reports for managers and stakeholders.

Supervisor Implementations/Workflow Specialist2020-2022

- This role serves as a workflow/resource lead supporting Project Managers, responsible for coordinating the successful planning and execution of small to large. scale, and complex implementation projects for either State Department of Correction, Mega-County, multi and single sites. This role will assist in ensuring the proper scheduling, allocation, and utilization of resources to accomplish the teams.
- focus on delivering value; ensuring department goals and objectives are met based on key performance indicators; and reporting performances to department Manager.
- Supports a team of Project Managers responsible for managing and implementing all Corporate Core Products, and other related planned project activities.
- Conducts weekly and/or daily stand-up meetings in removing roadblocks and meeting performance objectives.
- Monitors and maintains adequate productivity by monitoring key objectives and quality specifications as well as meeting project timelines.
- Performs monthly Quality Assurance reviews for each Associate, defining,
- tracking, and reviewing monthly metric performances, objectives, and quality scores.
- Improves Team productivity by highlighting deficiencies and recommending alternate best practices, strategies with tools, training, process, reporting, automation, and associate engagement to Management Team
- Actively participates in RFP Win Plan meetings to present capabilities and potential risks of the implementation/installation requirements outlined in RFPs.

- Ensures all RFP project plans are created and submitted timely to the RFP analyst.
- Ensures all RFP, Contractual Terms and Conditions, and related schedules to project implementation requirements are met by the Project Manager
- Oversees and ensures project data integrity and reports statuses to Management and Executive Counsel
- Manages escalations and facilitates conference calls with internal and external Stakeholders to discuss possible issues and preventive measures when necessary.
- Provides insight and feedback on implementing Key
 Performance Measures; input, throughput, cycle time (SLA), and quality.
- Interacts with cross-functional teams and their
 Management to help manage and strategize performance backlog and resource planning.
- Collaborates with cross functional managers to establish and streamline product and process flows.
- Participates in quality calibration and validation sessions.
- Serves as a participant in conducting new hire interviews and assist with onboarding new associates when necessary.

Project Manager- 2019-2020

- Completed 500+ Projects- consisting of new installs for ITS (Phones), SVC, and Tablets to include all Securus Products and as well maintenance projects.
- Responsible for coordinating the successful planning and execution of implementation and completion of all activities required for customer accounts, as well as infrastructure deployments and integration projects within the scope of work details and requirements. Budget planning and management; resource coordination and scheduling; material requisition and shipping/delivery; telecom provisioning; quality management; and other essential project management duties.
- Develop and maintain professional customer relationships and manage expectations with respect to live dates and other key timelines.

- Responsible for leading, planning and defining the project scope to accomplish its goals and/or produce the products required within constraints such as time, cost and agreed quality standards.
- Act as the primary customer contact and Operations representative for all implementation projects
- Manage multiple customers and projects/tasks simultaneously.
- Develop a detailed project plan to monitor and track progress.
- Create and use Gantt charts, spreadsheets or other appropriate tools to manage time and tasks.
- Manage multiple implementation tasks with other internal groups to ensure project completion in accordance with customer requirements.
- Manage the project budget.
- Identify, analyze, and manage potential risks; and review how risks may impact scope, schedule, quality and cost.
- Identify where and when management of issues and risks, or accommodating altered requirements will involve extra resources or time, and where efficiencies can be made
- Drive software and hardware development provisions not defined in the original scope of work.
- Order all required materials for software and/or hardware installations.
- Collaborate with Telecom Provisioning to deliver voice and data transport to customer facilities.
- Plan resources and develop schedules for Field Technician visits to facilities for hardware and transport installations.
- Continuously monitor and present reports defining project progress and problem solutions internally and externally
- Facilitate daily/weekly/monthly conference calls to discuss project progress to stakeholders.
- Provide Meeting Agenda(s) & Meeting Minutes for every facilitated conference call.
- Create and customize project plans for RFPs (Request for Proposal) for new and existing business.

Customer Service Trainer/Lead 2010-2019

- Managed LMS that included creating curricula for eLearning modules, assessments, daily tracking of attendance rosters, transcripts, and room equipment.
- Developed the infrastructure for all training and development programs by establishing standardized methods and procedures for design, development, implementation, evaluation, measurement and reporting.
- Established training policies, procedures and curriculum, implemented training programs based on needs analysis, department processes, business systems, or changes in programs and services.
- Created and implemented a strategy for on-boarding and integrating new employees into the organization.
- Designed instructor-led, web based, and blended learning solutions to meet the needs of the business.
- Collaborated and consulted with customers and internal work groups to drive project management activities related to divisional and/or enterprise project implementations.
- Analyzed performance gaps and learning needs to identify and provide effective and efficient learning solutions.
- Facilitated training to include new hire, refresher and T3 training for all employees, supervisors and managers.
- Monitored platform delivery of trainers and provided feedback, reviewed training participant surveys, conducted training gap analysis and implemented programs in response to operational needs.
- Managed and led a team that provided daily new hire training and continuous educational courses to all call center personnel.

Training & Certifications:

- 2019 Securus Technologies Presidents Club Award
- 15 Limelight Recognitions
- 15 plus EarnIt awards
- 2017 Stevie Gold Award
- 2017 Best Customer Service Award

•

| Tullaha Roper Field Services Client Administrater | |
|---|---|
| Summary: | Ms. Roper has a strong background in Corrections telecommunications and in understanding the secure nature of the Corrections industry. She is excellent at tracking assets and inventories and in the accurate distribution and monitoring of tablets for inmates. She also follows and shares trends and patters she observes with Correctional Officers to ensure the facility is current with needs and issues and can anticipate future needs. |
| Experience: | FEBRUARY 2024 to Present Securus Technologies, LLC Field Services Client Administrator (FSCA) Manages and maintains assigned company inventories and assets (tablets, accessories, tools, parts inventory, laptop etc.) Distribute tablets and accessories to approved incarcerated individuals Collect and track customer statistics and trends that may assist in determining future account behavior and opportunities. Oversee rollout of services for newly acquired clients to align both parties' interests Maintain a high level of client satisfaction through outstanding customer service and support. Required to attend onsite meetings as designated by facility leadership Perform basic Technical Support functions (password resets and handouts, user set up, etc.) and basic product training as needed or requested by the customer. Travel to neighboring facilities within an assigned region |
| | sometimes with minimal lead time as a backup. OCTOBER 2022- FEBRRUARY 2024 TDCJ , Houston- COIII |

- Documented all observations and incidents in detailed reports, ensuring accurate record-keeping and providing crucial information for investigations.
- Maintained a safe and secure environment for inmates in a maximum-security facility, utilizing effective de-escalation techniques and conflict resolution skills.
- Conducted routine cell searches and security checks, identifying and confiscating contraband with a 95% success rate.
- Implemented individualized behavior modification plans, resulting in a 15% reduction in disciplinary infractions within my assigned unit.

APRIL 2021 - OCTOBER 2022 NELNET, Remote- Tech Support

- Assist Tech Support in the maintenance of computer hardware, software and other equipment by providing troubleshooting results.
- Assist, monitor and or issue escalations as needed with other internal departments.
- Communicate internally all client requests and issues to facilitate resolution.
- Open, address, resolve and track heat tickets and advise customer and Aventiv Personnel of service affecting issues.

FEBRUARY 2020 - APRIL2021 HCA, HOUSTON- Customer Service Rep

- Answered inbound calls and emails from customers regarding product inquiries, troubleshooting, and complaints.
- Investigated and resolved customer issues efficiently and accurately.
- Provided clear and concise information about products and services
- Maintained a positive and professional demeanor throughout interactions.

| Jared Bluford Field Services, Installer | | |
|---|---|--|
| Summary: | Mr. Bluford is a Technical Support Specialist with +8 years of experience in minimizing network & customers downtime through prompt evaluation, troubleshooting, and repair service while keeping up with latest IT trends, techniques, and practices. Skilled in resolving software glitches, fixing system errors, and repairing hardware malfunctions. | |
| Experience: | Securus Technologies, LLC 4/202 Field Services Installer, Plano, TX (Remote) | |
| | Installs, maintains, programs and repairs telecommunications hardware, associated LAN/WAN/networking hardware/software, various electronic equipment and wiring per specifications, codes, standards and operational procedures in correctional facilities | |
| | Installs phones, kiosk, video terminals, WAP's, tablets and other required equipment within correctional facilities across the country | |
| | Gather, update, record, provide to management and maintain related data and/or statistics | |
| | Manages and maintains assigned company inventories and assets (tool, vehicle, parts inventory, laptop etc.) | |
| | Interfaces with many internal Securus organizations, various vendors and contractors for problem solutions | |
| | Assist in educating and training Securus customers and field service associates - providing information to various internal departments and following direction given on Securus products & services | |
| | Review and approve site survey and engineering as needed Additional duties as assigned. | |
| | Additional duties as assigned | |
| | Att Representative New Orleans, La 3/2020 – 4/2024. | |

- Provide dedicated support while communicating effectively and accurately record and solve customer concerns.
- Clear and professional communication skills and advanced troubleshooting abilities
- Self-managed and driven
- Responsible for the operational daily management of telecommunications including;
- Customer inventory
- Order management
- Contract management and administration
- Trouble tickets- high-level of product knowledge needed to trouble shoot with the customer and carriers for quick resolution
- Escalations
- Billing issues

IT & Office Manager

Ultimate Swamp Adventures • Westwego, LA 05/2018 - 3/2020

- Created and implemented new systems to automate vehicle maintenance and tracking. Installed and set up communications systems for multiple business sites.
- Running regular checks on network and data security
- Identifying and acting on opportunities to improve and update software and systems
- Designing training programs and workshops for staff
- Conducting regular system audits
- Running and sharing regular operation system reports with senior staff
- Overseeing and determining timeframes for major IT projects including system updates, upgrades, migrations and outages
- Providing direction for IT team members
- Identifying opportunities for team training and skills advancement

Self-Employed Entrepreneur Self Employed • Slidell, LA 07/2008 - 05/2018

| | Assemble and arrange material and equipment Explain and verify service orders, drawings, specifications, particular needs, and instructions, run, pull, stop and splice copper and fiber optic cables, such as CAT5, SE, CAT6, low voltage cables, and fiber, mount telecom equipment while adhering to best practices, industry standards, and manufacturer requirements. |
|-----------|---|
| | Install routers, hubs, install support structures, including racks, ladders, and j-hooks, and switches using data provided by all teams within the organization, install access control systems and surveillance cameras |
| | Maintain good relations with clients by listening to and then sorting out their issues |
| Education | Southeastern2006 Computer Science |

Attachment No. 3

Regulatory Documents

Peter M. Lake Chairman Will McAdams Commissioner Lori Cobos

Jimmy Glotfelty Commissioner

Commissioner



Greg Abbott
Governor
Thomas J. Gleeson
Executive Director

Public Utility Commission of Texas

July 27, 2023

SECURUS TECHNOLOGIES LLC MICHAEL S. J. LOZICH ASSOCIATE GENERAL COUNSEL, REGULATORY AFFAIRS 4000 INTERNATIONAL PARKWAY CARROLLTON TX 75007

RE: Project No. 54438 - Texas Pay Phone Provider REGISTRATION 2023

Your registration as a Pay Telephone Service Provider has been received and processed by the Public Utility Commission of Texas.

This letter constitutes your proof of registration to provide pay telephone service in Texas. Retain this letter for your records, as a copy must be provided the carrier that will connect your service to the network. Your permanent tracking number, which should be included with any correspondence or submissions to the Commission relating to pay telephone service, is **PP011330.**

To retain your registration, you must reregister annually with the Commission by July 31 of each calendar year. Please note the expiration date as you will NOT receive a reminder from us! A Pay Telephone Service Provider that fails to reregister will be removed from the list of registered providers posted on the PUC web site under Utility Directories and is subject to disconnection. Registration information is posted on the Commission's web site under Industry – Communications – Registration & Reporting:

http://www.puc.state.tx.us/industry/communications/business/pp/pp.aspx You are advised to monitor this site for any changes in the rules, required form, and registration process.

Pay telephone service in Texas is governed by statute, regulation, and tariff. Tariffs are established by the local exchange carrier or carriers that serve your pay telephone(s). Applicable tariffs can be obtained from your local provider. The statutes are: The Public Utility Regulatory Act of 1999 (PURA) and the Federal Telecommunications Act of 1996. The Commission's substantive rules governing pay telephone service are: §26.102 and 26.341 – 26.347. Copies of PURA and the Commission's rules may be purchased from Central Records by calling (512) 936-7180 or downloaded from the Commission's web site:

http://www.puc.state.tx.us/agency/rulesnlaws/subrules/telecom/Telecom.aspx

Sincerely,

Jo Gonzalez

Josephine Gonzalez Licensing and Compliance Specialist

Printed on recycled paper

An Equal Opportunity Employer



Commission Registration System (CORES) ting

Financial | Reset FRN Password | Register New FRN | Search for FRN

FCC Registration

FCC > FCC Registration > FRN Search Result

Logged In As: dconde@securustechnologies.com | Logout

Search Public Information

| Displaying Records 1 (of 1) | | | | | | | | |
|-----------------------------|---------------------------|----------------|-----------------------------|-------------|--------------|-------|---------|----------------|
| FRN | Registrant | Contact | Address | <u>City</u> | State | Zip | Country | <u>RegDate</u> |
| 0006222319 | Securus Technologies, LLC | Debbie Conde | 5360 Legacy Drive Suite 300 | Plano | TEXAS | 75024 | USA | 01/23/2002 |

REFINE SEARCH

| | | Customer Service | | |
|---------------|----------------------------|--------------------|-----------------------|--|
| <u>Help</u> | Frequently Asked Questions | FCC Privacy Policy | Privacy Act Statement | |
| FCC Home Page | l' | | ' | |

For assistance, please submit a help request at https://www.fcc.gov/wireless/available-support-services or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).



January 15, 2020

CT Corporation System 701 Brazos, Ste. 720 Austin, TX 78701 USA

RE: Securus Technologies, LLC

File Number: 11694606

It has been our pleasure to file the Amendment to Registration - Conversion or Merger for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section Business & Public Filings Division (512) 463-5555

Enclosure

Phone: (512) 463-5555



Office of the Secretary of State

CERTIFICATE OF AMENDED REGISTRATION OF

Securus Technologies, LLC

[formerly: Securus Technologies, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that an Amendment to Registration - Conversion or Merger to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

Securus Technologies, LLC

Dated: 01/13/2020 Effective: 01/13/2020



Ruth R. Hughs Secretary of State

Form 422 (Revised 01/11)

Return in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709

Filing Fee: See instructions



Amendment to Registration To Disclose a Change Resulting from A Conversion or Merger

FILED In the Office of the Secretary of State of Texas

JAN 13 2020

Corporations Section

Entity Information

| 1. The legal name of the converting or merging entity is: | |
|--|-----------------------------------|
| Securus Technologies, Inc. | |
| State the name of the entity as currently shown in the records of the secretary of sta | ite. |
| 2. If the entity attained its registration under an assumed name, shown on the records of the secretary of state is: | the qualifying assumed name as |
| 3. The application for registration was issued to the entity on: | 9/4/1997 |
| The file number issued to the filing entity by the secretary of state is: | mm.dd5yyyv 0011694606 |
| Reason for Transfer of Registrat | tion |
| 4A. X The application for registration is amended to disclose a ch from one type of foreign entity to another type of foreign filing entity to succeed to the registration of the converting entity. The name, entity type of the converted entity succeeding to the registration are: | in order for the converted entity |
| Securus Technologies, LLC | |
| Nume of Entity Succeeding to Registration | |
| Delaware LLC | |
| Jurisdiction of Organization Type of Entity | |
| 4B. The application for registration is amended to disclose a character foreign filing entity in order for the entity that survived or resto the registration of the merging entity. The name, jurisdiction of or entity succeeding to the registration are: | sulted from the merger to succeed |
| Nune of Entity Succeeding to Registration | |
| | |
| Jurisdiction of Organization Type of Entity | |
| Changes to the Application for Regis | stration |

(Attach a completed application for registration.)

5. The entity succeeding to the registration hereby attaches an application for registration setting forth the information applicable to that entity and amends the prior registration accordingly.

Fonn 422

Effectiveness of Filing (Select either A. B. or C.)

| A. This document becomes effective when the document is filed by the secretary of state. |
|---|
| B. X This document becomes effective at a later date, which is not more than ninety (90) days from |
| the date of signing. The delayed effective date is: 12/31/2019 |
| C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: |
| The following event or fact will cause the document to take effect in the manner described below: |
| |
| |
| |
| Execution |
| The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. |
| Date: 1/9/20 |
| Signature of authorized person (see instructions) Justin Maroidi Typed or a produce of authorized access |

Form 304 (Revised 05/11)

Submit in duplicate to: Secretary of State P.O. Box 13697

This space reserved for office use.



| Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 | Application for Registration of a Foreign Limited |
|--|---|
| Filing Fee: \$750 | Liability Company |
| Securus Technologies, LLC | nited liability company. The name of the entity is: |
| Provide the full legal name of the em | ity as stated in the entity's formation document in its jurisdiction of formation. |
| 2A. The name of the entity company" or "limited compabbreviation that it elects to | in its jurisdiction of formation does not contain the word "limited liability any" (or an abbreviation thereof). The name of the entity with the word or add for use in Texas is: |
| and transact business in Tex | |
| The assumed nome must include an o | eceptable argunizational identifier or an accepted abbreviation of one of these terms. |
| 3. Its federal employer ider | ntification number is: 75-2722144 |
| • | ification number information is not available at this time. |
| - | laws of: (set forth state or foreign country) Delaware |
| and the date of its formation | n in that jurisdiction is: 08/22/1997 mm/ht/fjgg |
| 5. As of the date of fili currently exists as a valid li | ng, the undersigned certifies that the foreign limited liability company mited liability company under the laws of the jurisdiction of its formation. |
| 6. The purpose or purpo transaction of business in T | ses of the limited liability company that it proposes to pursue in the exas are set forth below. |
| Provider of law enforcement and | corrections technology, solutions, and related services. |
| The entity also certifies that country under which it is or | t it is authorized to pursue such stated purpose or purposes in the state or ganized. |
| | reign entity intends to transact business in Texas, or the date on which the: d business in Texas is: 12/31/2019 |
| 8. The principal office add | nm d.J.yyyy Late fees may apply (see instructions). ress of the limited liability company is: |
| 4000 International Parkway, Carre | oliton, TX, United States 75007 |
| Address | City State Country ZipiPostal Code |

Form 304

Complete item 9A or 9B, but not both. Complete item 9C. A. The registered agent is an organization (cannot be entity named above) by the name of: C T Corporation System OR 9B. The registered agent is an individual resident of the state whose name is: First Name ML Lasi Name Suffic 9C. The business address of the registered agent and the registered office address is: 1999 Bryan Street, Suite #900, Dallas 75201-3136 Street Address Zip Code 10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code. 11. The name and address of each governing person is: NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both) IF INDIVIDUAL Mary Ann Sigler First Name M.L Last Name Suffix OR IF ORGANIZATION Organization Name 360 N. Crescent Drive **Beverly Hills** CA 90210 Street or Mailing Address City State Country Zip Code NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL First Name M.L Last Name Suffix OR IF ORGANIZATION Organization Name Street or Malling Address City State Country Zip Code NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of cither an individual or an organization, but not both.) IF INDIVIDUAL First Name M.I. Lust Name Suffix OR IF ORGANIZATION **Organization Name**

Form 304

Street or Mailing Address

ţ

Country Zip Code

City

Supplemental Provisions/Information

| Text Area: [The attached addendum, if any, is incorporated herein by reference.] |
|---|
| |
| · |
| |
| Effectiveness of Filing (Select either A. B. or C.) |
| A. X This document becomes effective when the document is filed by the secretary of state. |
| B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: |
| C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: |
| The following event or fact will cause the document to take effect in the manner described below: |
| |
| Execution |
| The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penaltics imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument. |
| Date: 1/9/20 |
| Signatur-of-orthonized person (see instructions) |
| Justin Maroldi |
| Printed or typed name of amborized person. |

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND

CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE

CORPORATION UNDER THE NAME OF "SECURUS TECHNOLOGIES, INC." TO A

DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM

"SECURUS TECHNOLOGIES, INC." TO "SECURUS TECHNOLOGIES, LLC", FILED

IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT

11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019 AT 11:59 O'CLOCK P.M.



Authentication: 204239478

Date: 12-17-19

STATE OF DELAWARE

CERTIFICATE OF CONVERSION

FROM A CORPORATION TO A

LIMITED LIABILITY COMPANY PURSUANT TO

SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

FIRST: The jurisdiction where the corporation first formed is Delaware.

SECOND: The jurisdiction immediately prior to filing this Certificate is Delaware.

THIRD: The date the corporation first formed is August 22, 1997.

FOURTH: The name of the Corporation immediately prior to filing this Certificate is

SECURUS TECHNOLOGIES, INC.

FIFTH: The name of the Limited Liability Company as set forth in the Certificate

of Formation is SECURUS TECHNOLOGIES, LLC.

SIXTH: This certificate of conversion is to become effective on December 31, 2019

at 11:59:59 P.M.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion

on the 13 "day of December, 2019.

·____

Name: Justin Maroldi

Title: Assistant Secretary



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND

CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SECURUS

TECHNOLOGIES, LLC" FILED IN THIS OFFICE ON THE SEVENTEENTH DAY

OF DECEMBER, A.D. 2019, AT 11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE

OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST

DAY OF DECEMBER, A.D. 2019 AT 11:59 O'CLOCK P.M.



Authentication: 204239478

Date: 12-17-19

CERTIFICATE OF FORMATION

OF

SECURUS TECHNOLOGIES, LLC

The undersigned, desiring to form a limited liability company (the "Company") pursuant to the Delaware Limited Liability Company Act, Title 6 Delaware Code, Chapter 18, does hereby certify as follows:

FIRST: The name of the limited liability company is Securus Technologies, LLC.

SECOND: The address of the registered office of the limited liability company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: This Certificate of Formation is to become effective on December 31, 2019 at 11:59:59 P.M.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the _/3 " day of December, 2019.

Name: Justin Maroldi

Title: Assistant Secretary

Attachment No. 4

Audited Financial Statements



Consolidated Financial Statements December 31, 2022 and 2021

Contents

| | Page Page |
|--|-----------|
| Report of Independent Auditor | 2 |
| Financial Statements | |
| Consolidated Balance Sheets | 4 |
| Consolidated Statements of Operations | 5 |
| Consolidated Statements of Member's Equity | 6 |
| Consolidated Statements of Cash Flows | 7 |
| Notes to Consolidated Financial Statements | 8 |



Report of Independent Auditors

To Management and Board of Managers of Aventiv Technologies, LLC

Opinion

We have audited the accompanying consolidated financial statements of Aventiv Technologies, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, of member's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,



intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material

if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Austin, Texas April 14, 2023

Pricewaterhouse Coopers LLP

Aventiv Technologies, LLC Consolidated Balance Sheets December 31, 2022 and 2021 (dollars in thousands)

| ASSETS | | 2022 | | 2021 | |
|--|----|-----------|----|-----------|--|
| CURRENT ASSETS: | | | | | |
| Cash and cash equivalents | \$ | 809 | \$ | 13,548 | |
| Restricted cash | , | 16,974 | | 11,761 | |
| Accounts and other receivables, less allowances for credit losses of | | | | | |
| \$2,880 and \$2,449, respectively | | 41,315 | | 43,387 | |
| Inventories | | 929 | | 9,544 | |
| Prepaid expenses | | 28,128 | | 37,270 | |
| Other current assets | | 7,611 | | 5,763 | |
| Total current assets | | 95,766 | | 121,273 | |
| NONCURRENT ASSETS: | | | | | |
| Operating lease right-of-use assets | | 33,182 | | 38,120 | |
| Property and equipment, net | | 305,554 | | 225,380 | |
| Intangibles and other assets, net | | 672,958 | | 708,683 | |
| Goodwill | | 1,018,119 | | 1,018,119 | |
| TOTAL ASSETS | \$ | 2,125,579 | \$ | 2,111,575 | |
| LIABILITIES AND MEMBER'S EQUITY | | | | | |
| CURRENT LIABILITIES: | | | | | |
| Accounts payable | \$ | 41,879 | \$ | 36,726 | |
| Accrued liabilities | | 119,532 | | 93,462 | |
| Operating lease liabilities | | 6,460 | | 6,668 | |
| Deferred revenue and customer advances | | 50,759 | | 48,683 | |
| Current portion of long-term debt | | 10,880 | | 10,880 | |
| Total current liabilities | | 229,510 | | 196,419 | |
| NONCURRENT LIABILITIES | | | | | |
| Deferred income taxes | | 74,531 | | 105,026 | |
| Long-term debt | | 1,466,397 | | 1,383,370 | |
| Operating lease liabilities, long-term | | 27,724 | | 33,309 | |
| Other long-term liabilities | | 21,458 | | 7,675 | |
| TOTAL LIABILITIES | | 1,819,620 | | 1,725,799 | |
| Commitments and contingencies (see Note 9) | | | | | |
| Member's Equity | | | | | |
| Member's capital | | 443,897 | | 443,897 | |
| Accumulated deficit | | (137,938) | | (58,121) | |
| Total member's equity | | 305,959 | | 385,776 | |
| TOTAL LIABILITIES AND MEMBER'S EQUITY | \$ | 2,125,579 | \$ | 2,111,575 | |

Aventiv Technologies, LLC Consolidated Statements of Operations Years Ended December 31, 2022 and 2021 (dollars in thousands)

| | | 2022 | 2021 | |
|--|----|-----------|----------------|--|
| Revenue: | | | | |
| Communications and media services | \$ | 420,879 | \$ 489,598 | |
| Payment services | | 135,529 | 139,030 | |
| Monitoring services | | 37,335 | 37,753 | |
| Total revenue | | 593,743 | 666,381 | |
| Operating costs and expenses: | | | | |
| Cost of service, excluding depreciation and amortization shown | | | | |
| separately below | | 182,801 | 211,856 | |
| Selling, general and administrative expenses | | 222,400 | 222,828 | |
| Depreciation, amortization and impairment expense | | 181,979 | 154,822 | |
| Transaction expenses | | 885 | 780 | |
| Total operating costs and expenses | | 588,065 | 590,286 | |
| Operating income | | 5,678 | 76,095 | |
| Interest and other expenses, net | | 114,403 | 94,511 | |
| Loss before income taxes | | (108,725) | (18,416) | |
| Income tax benefit | | (28,908) | (4,851) | |
| Net loss | \$ | (79,817) | \$ (13,565) | |

Aventiv Technologies, LLC Consolidated Statements of Member's Equity Years Ended December 31, 2022 and 2021 (dollars in thousands)

| | Member's Capital | Accumulated Deficit | Total Member's Equity | |
|--|---------------------|-------------------------|-----------------------------|--|
| Balance, December 31, 2020 | \$ 443,897 | \$ (44,556) | \$ 399,341 | |
| Net loss Balance, December 31, 2021 | \$ 443.897 | (13,565) \$ (58,121) | (13,565) \$ 385,776 | |
| Net loss | Ψ 443,091 | (79,817) | (79,817) | |
| Balance, December 31, 2022 | \$ 443,897 | \$ (137,938) | \$ 305,959 | |

Aventiv Technologies, LLC Consolidated Statements of Cash Flows Years Ended December 31, 2022 and 2021 (dollars in thousands)

| | 2022 | 2021 |
|---|-------------|-------------|
| Cash flows from operating activities: | | |
| Net loss | \$ (79,817) | \$ (13,565) |
| Adjustments to reconcile net loss to net cash provided by operating | | |
| activities: | | |
| Depreciation, amortization and impairment expense | 181,979 | 154,822 |
| Deferred income taxes | (30,495) | (6,317) |
| Amortization of deferred financing costs and discounts | 9,116 | 5,205 |
| Other operating activities, net | (138) | (18) |
| Change in operating assets and liabilities: | | |
| Accounts and other receivables, net | 2,072 | 437 |
| Prepaid expenses | 9,381 | (15,999) |
| Other current assets | (2,271) | (1,859) |
| Inventory | 8,615 | (7,447) |
| Other assets | (10,645) | (15,536) |
| Accounts payable | 12,622 | 19,189 |
| Accrued and other long-term liabilities | (420) | (6,489) |
| Deferred revenue and customer advances | 2,076 | 5,876 |
| Net cash provided by operating activities | 102,075 | 118,299 |
| Cash flows from investing activities: | | |
| Purchase of property and equipment | (140,382) | (88,952) |
| Additions to capitalized software development costs and intangibles | (25,934) | (42,304) |
| Other investing activities, net | 424 | (63) |
| Net cash used in investing activities | (165,892) | (131,319) |
| Cash flows from financing activities: | | |
| Proceeds from revolver | 140,791 | 53,000 |
| Repayments of revolver | (56,000) | (20,000) |
| Payments on long-term debt | (10,880) | (10,880) |
| Repayment of financing obligations | (4,189) | (4,036) |
| Repayment of finance lease obligations | (13,431) | (6,986) |
| Net cash provided by financing activities | 56,291 | 11,098 |
| Decrease in cash and cash equivalents, and restricted cash | (7,526) | (1,922) |
| Cash and cash equivalents, and restricted cash: | , , , | . , , |
| Beginning of period | 25,309 | 27,231 |
| End of period | \$ 17,783 | \$ 25,309 |
| Supplemental disclosures of cash flow information: | 1 171 | |
| Cash paid for interest | \$ 103,600 | \$ 87,406 |
| Cash paid for income tax | 1,510 | 2,172 |
| Supplemental non-cash investing and financing activities: | 1,510 | 2,172 |
| Increase in noncash purchases of property and equipment | 11,331 | 5,895 |
| Right of use assets obtained in exchange for new finance lease | | , |
| liabilities | 35,981 | 1,650 |
| Purchase of equipment under financing obligation | 2,084 | 1,155 |
| 1 sienase of equipment under initionity obligation | 2,007 | 1,133 |

Note 1. Business and Summary of Significant Accounting Policies

Company: Aventiv Technologies, LLC (Aventiv), together with its subsidiaries (collectively, the Company), is based in Dallas, Texas and is a leading provider of civil and criminal justice technology solutions that improve public safety and modernize the incarceration experience for approximately 3,500 correctional facilities and over 1,200,000 incarcerated people across North America. As one of the largest communication and media providers for the United States' incarcerated population, the Company's product and service combinations deliver unique, full criminal lifecycle solutions from pre-incarceration incident management through post-incarceration monitoring.

Liquidity: At December 31, 2022, the Company had an accumulated deficit of \$137.9 million, which included the 2022 net loss of \$79.8 million. At December 31, 2022, the Company had \$0.8 million of unrestricted cash and cash equivalents, negative working capital and \$35 million of undrawn borrowing capacity on its revolving credit facility. While the Company generated positive operating cash flows of \$102.1 million in 2022, the Company also made \$166.3 million of investments in capital expenditures related primarily to large installations of tablet infrastructure. Consistent with the overall economic environment, interest payments on our variable rate Secured Lien Agreements increased in 2022 to \$103.6 million and are expected to continue to rise in 2023 which could impact the Company's ability to meet its obligations coming due within one year after these consolidated financial statements are available to be issued.

As a result of the liquidity situation discussed above, management has implemented plans which include the following:

- Management of our operating cost structure, including a reduction in our workforce enacted in March 2023
- Reduction of capital expenditures to maintenance levels for 2023
- Borrowing the remaining undrawn capacity on our revolving credit facility
- Receipt of a parent company financial support letter (support letter)

The Company received a support letter from the Company's indirect majority shareholder that the indirect majority shareholder will, and has the ability to, reserve up to \$60.0 million, on behalf of itself and its affiliates that are indirect shareholders in the Company, to invest in the Company (the Commitment) to the extent needed so that the Company can meet its financial obligations through April 15, 2024. There are no contractual restrictions on the Company's indirect majority shareholder that would prevent it from funding the Commitment.

Additionally, the Company is pursuing the refinancing of its outstanding debt and currently expects to complete the refinancing during 2023. Our revolving credit facility comes due in August 2024 and our first lien term loans come due in November 2024.

In light of the plans discussed above, management believes it is probable the Company will meet its obligations as they come due for a minimum of one year after the date these consolidated financial statements are available to be issued. Thus, the accompanying financial statements are prepared on a going concern basis. This commitment from the Company's indirect majority shareholder is considered a related party transaction. See Note 7.

Principles of consolidation and basis of presentation: The accompanying consolidated financial statements have been prepared in accordance with U.S. GAAP and include the accounts of Aventiv and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Accounting estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates include the valuation allowances for receivables, the recoverability of property and equipment, goodwill, intangible and other assets, the carrying amount and estimated useful lives of contract costs, the carrying amount of operating lease right-of-use assets and operating lease liabilities, and deferred income taxes.

Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. Management believes this approach to be reasonable under the circumstances. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Changes in estimates will be accounted for prospectively.

Cash, cash equivalents and restricted cash: Cash equivalents consist of highly liquid investments, such as certificates of deposits, money market funds, and short-term treasury instruments with original maturities of 90 days or less. Restricted cash accounts hold amounts designated for regulatory requirements mandated as part of the Company's payment services operations or for the benefit of certain customers in the event the Company does not perform under the provisions of the respective underlying contracts with these customers.

The following table shows the balances for cash, cash equivalents and restricted cash as of December 31:

| (\$ in thousands) | <u></u> | 2021 | | |
|--|---------|--------|----|--------|
| Cash and cash equivalents | \$ | 809 | \$ | 13,548 |
| Restricted cash | | 16,974 | | 11,761 |
| Total cash, cash equivalents and restricted cash | \$ | 17,783 | \$ | 25,309 |

Accounts receivable: The Company extends credit to customers and other parties in the normal course of business. Trade accounts receivable are recorded at the invoice amount and do not bear interest. The Company's trade receivables are analyzed for collectability based on the age of individual accounts, economic events, or other factors, and an allowance for credit losses is recorded when necessary. The allowance for credit losses is the Company's best estimate of the amount of probable credit losses.

Changes in the Company's allowance for credit losses as of December 31 were as follows:

| (\$ in thousands) | 2022 | | | 2021 | | |
|-------------------------------------|------|---------|----|---------|--|--|
| Beginning balance | \$ | 2,449 | \$ | 2,429 | | |
| Add: Provision for credit losses | | 3,102 | | 2,141 | | |
| Less: write offs, net of recoveries | | (2,671) | | (2,121) | | |
| Ending balance | \$ | 2,880 | \$ | 2,449 | | |

Fair value of financial instruments: ASC Topic 820, *Fair Value Measurement,* includes a single definition of fair value to be used for financial reporting purposes, provides a framework for applying this definition and for measuring fair value under GAAP, and establishes a fair value hierarchy that categorizes into three levels the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are summarized as follows:

Level 1 – Fair value is based on observable inputs such as quoted prices for identical assets or liabilities in active markets.

Level 2 – Fair value is determined using quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active or inputs other than quoted prices that are directly or indirectly observable.

Level 3 – Fair value is determined using one or more significant inputs that are unobservable in active markets at the measurement date, such as a pricing model, discounted cash flow, or similar technique.

The Company's financial instruments consist of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and long-term debt (including the current portion) as of December 31, 2022 and December 31, 2021. The fair value of our cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximates the carrying value because of their short term nature.

As of December 31, 2022 and December 31, 2021, the fair value of the principal amount of the Company's long-term debt was \$1,129.6 million and \$1,375.2 million, respectively. The estimated fair value was determined based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, and interest rates, which represents Level 2 in the fair value hierarchy.

The carrying value of the Company's revolving credit facility due August 2024 approximates fair value given that the interest rates are variable and adjust with current market rates for instruments with similar risks and maturities.

Concentrations of credit risk: Financial instruments, which potentially expose the Company to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable. The Company limits cash and cash equivalents to highly rated financial institutions.

At December 31, 2022 and 2021, one credit card processor comprised approximately 21.7% and 12.0% of total trade accounts receivable, respectively. The Company did not have any customers who represented 10% or more of the Company's total revenue for the years ended December 31, 2022 and 2021. The Company does not require collateral on accounts receivable balances and provides allowances for potential credit losses. The Company's revenues are concentrated in the United States in the corrections industry.

While the Company purchases products from many different suppliers, one supplier accounted for 17.3% and 26.7% of total purchases for the years ended December 31, 2022 and 2021, respectively.

A significant portion of the Company's inventory and electronic components used in our property and equipment are manufactured in China and other overseas countries where manufacturing plants have been and are continuing to operate under various restrictions and delays caused by the COVID-19 Coronavirus. The Company has not been materially impacted by any restrictions or shipping delays, in large part, due to the corrections industry not lending itself to a high seasonality of demand. As such, the Company has been able to adapt to the delays and there has not been a material impact on the Company's business operations and financial statements.

Inventories: The Company's inventory consists of media tablets and tablet accessories. Inventory is stated at the lower of average cost or net realizable value. Inventory is primarily comprised of finished goods. Adjustments are made to reduce the cost of inventory for estimated excess or obsolete balances. Factors influencing these adjustments include declines in demand that impact inventory purchasing forecasts, technological changes, product life cycle and development plans, component cost trends, product pricing, physical deterioration, and quality issues. If the estimates used to reserve for excess and obsolete inventory differ from what is expected, the Company may be required to recognize additional reserves.

Property and equipment: All purchases of property and equipment are stated at cost less accumulated depreciation and include costs necessary to place such property and equipment in service. Property and equipment acquired through business combinations are recorded at fair value as of their acquisition date. Major renewals and improvements that extend an asset's useful life are capitalized, while repairs and maintenance are expensed as incurred. Construction in progress represents the cost of material purchases and construction costs for telecommunications hardware systems and electronic tracking devices in various stages of completion.

Depreciation is recorded on a straight-line basis over the estimated useful life of the underlying asset, as follows:

| Media kiosks | 5-7 years |
|--|--|
| Media tablets and infrastructure equipment | 1.5 - 5 years |
| Telecommunications equipment | 2-8 years |
| Office furniture and equipment | 2-8 years |
| Video connection equipment | 2-8 years |
| Electronic tracking devices | 2-8 years |
| Leasehold improvements | Shorter of lease term or estimated useful life |

Equipment acquired through finance lease arrangements are depreciated either over the lease term or over the asset's useful life in the event the lease includes a bargain purchase option that is likely to be exercised at the end of the lease.

Goodwill: Goodwill represents the excess of the purchase price over the estimated fair value of net tangible and identifiable intangible assets acquired in business combinations. Goodwill is assessed for impairment as of October 1 of each year at the reporting unit level or more frequently if events or changes in circumstances indicate the carrying value may not be recoverable. If, based on a qualitative analysis, it is determined more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, a one-step quantitative impairment test is performed in accordance with ASU 2017-04.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, the assignment of assets (including goodwill) to those reporting units and the determination of the fair value of each reporting unit. Estimated fair values of the reporting unit are Level 3 measures and are developed under an income approach that discounts estimated future cash flows using risk-adjusted interest rates and also the market approach. If the assumptions and related estimates change in the future, or if the Company changes its reporting unit structure or other events and circumstances change, the Company may be required to record impairment charges when it performs these tests, or in other future periods. The Company's annual qualitative analysis did not indicate any impairment as of October 1, 2022 and 2021.

However, we further performed a quantitative assessment for our Communication and Media reporting unit as of October 1, 2022. The quantitative impairment assessment was performed using management's current estimate of future cash flows. We concluded that the fair value of our Communication and Media reporting unit exceeded the carrying value of the respective reporting unit by approximately 5%. Therefore, we concluded that the associated goodwill was not impaired on the October 1, 2022 test date. However, we continue to experience economic headwinds particularly due to inflationary pressure on users of our services. During 2022 and early 2023, we completed various large installations of tablet infrastructure which we expect will positively impact our cash flows, but the continued economic uncertainty may adversely affect the recovery of our goodwill.

| | Communication and Media | | nitoring ervices | Payment Services |
|---------------------------------------|-------------------------|---------|---------------------|---------------------|
| Goodwill balance at December 31, 2021 | \$ | 558,135 | \$ 42,625 | \$ 417,359 |
| Goodwill balance at December 31, 2022 | \$ | 558,135 | \$ 42,625 | \$ 417,359 |

Intangible and other assets: Intangible and other assets include indefinite-lived tradenames, patents and trademarks, capitalized software development costs, acquired technology rights, acquired contract rights, costs to obtain and to fulfill customer contracts, and deposits and other long-term assets.

The Company's capitalized software development costs consists of capitalized labor and other costs associated with software developed for internal use. Software is considered for internal use if acquired, internally developed, or modified solely to meet the entity's internal needs and if during the software's development or modification, no plan

exists to market the software externally. Costs incurred during the application development stage are capitalized, which includes costs to design the software configuration and interfaces, coding, installation, and testing. Capitalization of costs begins when the preliminary project stage is completed and management with the relevant authority authorizes and commits to funding a computer software project and believes that it is probable that the project will be completed and the software will be used to perform the function intended. Capitalization ceases when the project is complete or it is no longer probable that the project will be completed. The Company capitalized internally developed software costs of \$26.6 million and \$27.6 million during the years ended December 31, 2022 and 2021, respectively. Costs related to training and maintenance are expensed as incurred. The Company capitalizes interest costs associated with capitalized software development costs based on the effective interest rate on aggregate borrowings.

The Company defers costs incurred to obtain and costs incurred to fulfill a customer contract. Costs to obtain are comprised of internal sales commissions related to new contracts. Costs to fulfill are comprised of personnel and contractor costs incurred for the setup of new customers subsequent to the signing of the contract.

The long-term and short-term portions of the capitalized costs to obtain customer contracts and the capitalized costs to fulfill customer contracts are included within Intangibles and other assets, net and within Other current assets on the Consolidated Balance Sheet, respectively. These contract costs are amortized over the contractual periods to which they pertain, including expected renewals, and presented as a component of Selling, general and administrative expenses in the Consolidated Statement of Operations.

The Company defers eligible implementation costs incurred in cloud computing arrangements that qualify as hosted arrangements. These types of arrangements are comprised of contracts with third party providers of online solutions used for project management and sales functions. The long-term and short-term portions of these costs are included within Intangibles and other assets, net as other assets, and within Other current assets on the Consolidated Balance Sheet, respectively, and are amortized as Selling, general, and administrative expenses on the Consolidated Statement of Operations over each hosting arrangement's term which includes renewal periods that are reasonably certain to be exercised.

Intangible and other assets are amortized based on the useful life of each asset. Amortization of intangible assets is included in depreciation, amortization, and impairment expense in the Consolidated Statements of Operations.

Impairment of long-lived assets: Long-lived assets (including intangible assets with finite useful lives) are grouped with other assets at the lowest level of identifiable cash flow streams and are reviewed for impairment as a group whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying value of the assets to the estimated undiscounted future cash flows expected to be generated by the assets. If the carrying value of the assets exceed their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying value of the assets exceed the fair value of the assets. See Note 2 for further detail on impairments of the Company's definite-lived intangible and other long-term assets.

Impairment of indefinite-lived intangible assets: The Company performs an annual qualitative assessment of indefinite-lived intangibles as of October 1 of each year, or whenever events or circumstances indicate that the estimated fair value of the indefinite-lived asset is less than its carrying amount, to determine whether quantitative impairment testing is necessary. The quantitative impairment test for indefinite-lived intangible assets encompasses calculating the fair value of an indefinite-lived intangible asset and comparing the fair value to its carrying value. If the carrying value exceeds the fair value, an impairment charge is recorded. Fair value is estimated using a relief-from-royalty method. The estimates and assumptions used in the determination of the fair value of the tradenames include the projected revenue growth, long-term growth rate, the royalty rate, and discount rate. The Company's annual qualitative analysis did not indicate any impairment as of October 1, 2022 and 2021.

Leases: The Company leases certain buildings, equipment, and other various types of assets for use in operations under both operating and finance leases. The Company recognizes right-of-use assets for both operating and finance leases, and operating lease liabilities that represent the present value of its obligation to make payments over the

lease term. The present value of payments for operating lease is calculated using the Company's incremental borrowing rate at lease commencement. The present value of the financing lease payments is calculated using the rate implicit in each financing lease agreement. See Note 8 for additional detail on the Company's leases.

Revenue Recognition: The Company enters into multi-year contracts with correctional facilities and government agencies that establish the terms and conditions under which the Company provides its communication and media services, payment services, and monitoring services to those government agencies for use by incarcerated individuals, government agency personnel and other users. Revenue is recognized upon transfer of control of the promised products or services in an amount that reflects the consideration the Company expects to retain in exchange for those products or services. Amounts paid to the government agencies are considered an adjustment to the arrangement consideration and are presented within the revenue line as a reduction of the revenue.

Nature of goods and services

Specifically, revenues related to communication services are generally contracted for on a price per call or emessage basis. The revenue related to such services are recognized at the point in time the related call, emessage or video is completed. Revenues related to media services, such as tablets and downloads of music, movies, and games, are recognized upon delivery of the goods and services to the incarcerated individual as directed by the government agency. Advance payments received to fund incarcerated individuals' accounts are deferred until the services are delivered. Revenues related to automated interactive voice response systems, investigative call analysis, and live call monitoring are recognized during the period in which the service is used based on call volumes. Regulatory fees and taxes billed to customers are recorded on a net basis.

Communications and media breakage revenue is generally recorded upon the expiration of incarcerated individual's accounts, which is generally six months after last usage, or upon the passage of time where future redemption is unlikely, which is based on an analysis of the Company's historical redemption trends. Historically, the revenue recognized for breakage has been insignificant in relation to the Company's total revenues.

Payment service revenues consist of fees charged for the transfer of funds and are recognized upon delivery of the payment.

Monitoring service revenues are earned by the Company based on a flat, daily fee charged to its government agency customers in accordance with the number of electronic monitoring devices used by the customer, and the revenue is recognized as the services are performed.

Performance Obligations

The Company identifies performance obligations in a contract based on the types of services and products that will be transferred to the customer that are identifiable from other promises in the contract, or distinct. If not considered distinct, the promised services and products are combined together and accounted for as a combined performance obligation. Determining the distinct performance obligations in a contract requires judgment. The Company allocates the transaction price of the contract to each distinct performance obligation based on a relative standalone selling price basis. Determining such standalone selling prices requires judgment and is based on multiple factors including historical selling prices and internal pricing policies. The majority of the Company's revenues are prepaid when cash is deposited into an incarcerated individual's pre-established account and recorded as an advance. Revenue is then recognized upon delivery.

Significant Judgments

Under the revenue standard, significant judgments are required in order to identify contracts with customers and estimate transaction prices. Additional judgments are required for identifying the performance obligations and determining whether the services provided are able to be distinct, determining the transaction price as it relates to the different variable consideration structures identified in our contracts, the estimation of the stand-alone selling price (SSP) and the allocation of the transaction price by relative stand-alone selling price.

Commissions

The Company is required to make commission payments to certain of its government agency customers based on revenue, which may be subject to guaranteed minimums. These commission payments are recorded within the revenue line as a reduction of revenue. The Company defers up-front payments required by government agency customers as part of awarding a contract and amortizes these costs against the revenue line over the contractual term of the arrangement, including expected renewals.

Employee benefit plan: The Company sponsors a 401(k) savings plan for the benefit of eligible full-time employees (401(k) plan). The plan is a qualified benefit plan in accordance with the Employee Retirement Income Security Act of 1974. Employees participating in the plan can generally contribute a portion of annual earnings not to exceed \$20,500, or \$27,000 for employees 50 years of age or older. The 401(k) plan provides for the Company to make discretionary matching contributions of 50% of an eligible employee's contribution for up to 6% of their salary. Matching contributions and plan expenses were \$2.6 million and \$2.8 million during the years ended December 31, 2022 and 2021, respectively.

Income taxes: The Company accounts for income taxes under the asset and liability method. The Company records deferred tax assets and liabilities at an amount equal to the expected future tax consequences of transactions and events. Deferred tax assets and liabilities are determined based on the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets generally represent items that can be used as a tax deduction or credit in tax return in future years, while deferred tax liabilities generally represent items that generate a future tax liability for items where deductions have been accelerated for tax purposes. Deferred tax assets and liabilities are measured using enacted income tax rates expected to apply to taxable income in the years in which those differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in income tax rates is recognized in the results of operations in the period that includes the enactment date.

The Company provides a valuation allowance for deferred tax assets when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The valuation allowance represents the excess deferred tax assets including the net operating loss carryforwards, over the net deferred tax liabilities, excluding deferred liabilities that are not available to offset deferred tax assets. The Company calculates the valuation allowance in accordance with the authoritative guidance relating to income taxes, which requires an assessment of both positive and negative evidence regarding the realizability of these deferred tax assets when measuring the need for a valuation allowance. Significant judgment is required in determining any valuation allowance against deferred tax assets. The realization of deferred tax assets can be affected by, among other things, the nature, frequency, and severity of current and cumulative losses, forecasts of future profitability, the length of statutory carryforward periods, the Company's experience with utilizing operating losses and tax credit carryforwards by jurisdiction and tax planning alternatives and strategies that may be available. The Company calculated the deferred tax liability, deferred tax asset, and the related valuation of net deferred tax assets, including net operating loss carryforwards, for the taxable temporary differences on a jurisdiction-by-jurisdiction basis.

The Company accounts for the uncertainty in income taxes on the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The tax benefit from an uncertain tax position may be recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. The determination is based on the technical merits of the position and presumes that each uncertain tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information. The Company's policy with respect to recognition of interest and penalties on uncertain tax position is to assess the likelihood, for each uncertain tax position, that any interest and penalties may be assessed by the relevant taxing authorities and, based on such assessment, record any significant interest and penalties as a component of income tax expense or benefit.

Incentive Compensation Plan: On April 30, 2018, SCRS Holding Corporation, the Company's indirect parent (the Parent), implemented a long-term incentive compensation plan pursuant to which certain employees of the Company and its subsidiaries may be entitled to receive compensation in the event of certain Qualifying Events, as defined in

the plan as two categories of transactions, and pursuant to certain conditions set forth in the plan. The first category of transaction is a Qualifying Sale Event defined as a sale of some or all of the common stock of the Parent by its shareholders provided, however, that in no event shall a Qualifying Sale Event occur upon a sale to an affiliate of the Parent. The second category of transaction is a Qualifying Distribution Event defined as a cash dividend or distribution by the Parent to its shareholders and other equity investors. Performance units, which are granted to employees under individual grant agreements, typically mature over a 5-year period with any unmature units fully maturing upon a change of control or initial public offering. The maximum number of units that may be awarded under the Plan is 30.0 million units. The plan expires and terminates at the earlier of either a change of control or on April 30, 2026.

Compensation costs are recognized for an award based on the award's fair value remeasured at each reporting date until the date of the settlement. Change in the fair value of a liability that occurs during the requisite service period is recognized as compensation cost over that period. Any difference between the amount for which a liability award is settled and its fair value at the settlement date is an adjustment of compensation costs in the period of settlement. As the grants under our incentive compensation plan are contingent on performance conditions being met, no compensation expense will be recognized until the performance condition becomes probable of being met. No compensation cost has been recognized related to these grants in the years ended December 31, 2022 or 2021.

Commitments and contingencies: Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment and/or remediation can be reasonably estimated. Legal fees related to loss contingencies are expensed as services are rendered.

Recently issued accounting pronouncements not yet adopted:

On March 12, 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.* The ASU provides, for a limited period of time, alternatives to using the London Interbank Offered Rate (LIBOR), during which entities are allowed to use rates that are more observable or transaction based. This update provides exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met, but only applies to such transactions that reference LIBOR. The ASU is in effect for a limited time through December 31, 2022 (extended to December 31, 2024 by ASU 2022-06, *Deferral of the Sunset Date of Topic 848*), to help stakeholders during the global market-wide reference rate transition period. The Company will not be electing to adopt this update since it has multiple rates available for the calculation of interest on its debt and other financial instruments, and therefore is not reliant on LIBOR. As such, this update has no impact on the Company's consolidated financial statements.

On November 11, 2021, the FASB issued ASU 2021-09, *Leases (Topic 842): Discount Rate for Lessees That Are Not Public Business Entities.* Topic 842 currently provides lessees that are not public business entities with a practical expedient that allows them to elect, as an accounting policy, to use a risk-free rate as the discount rate for all leases. The amendments in this Update allow those lessees to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. An entity that makes the risk-free rate election is required to disclose which asset classes it has elected to apply a risk-free rate. The amendments require that when the rate implicit in the lease is readily determinable for any individual lease, the lessee uses that rate (rather than a risk-free rate or an incremental borrowing rate), regardless of whether it has made the risk-free rate election. The Company makes the risk-free rate election at the entity-wide level. As such, this update has no impact on the Company's consolidated financial statements.

Note 2. Certain Balance Sheet Components

Accounts and Other Receivables, Net

Trade accounts receivable are recorded at the invoice amount and do not bear interest. Income tax receivable as of December 31, 2022 and 2021 include receivables related to income tax payments in excess of the Company's current income tax obligations. Also included in other receivables are the current portion of the Company's notes receivable.

Accounts and other receivables, net consisted of the following at December 31:

| (\$ in thousands) | 2022 | | | 2021 | | |
|-------------------------------------|------|---------|----|---------|--|--|
| Trade accounts receivable | \$ | 43,706 | \$ | 45,124 | | |
| Current portion of notes receivable | | 130 | | 130 | | |
| Income tax receivable | | 359 | | 582 | | |
| | | 44,195 | | 45,836 | | |
| Less: Allowance for credit losses | | (2,880) | | (2,449) | | |
| | \$ | 41,315 | \$ | 43,387 | | |

Property and Equipment, Net

Property and equipment, net, consisted of the following at December 31:

| (\$ in thousands) | 2022 | | 2021 |
|--------------------------------|------|-----------|---------------|
| Media kiosks and tablets | \$ | 271,769 | \$ 193,020 |
| Telecommunications equipment | | 92,082 | 75,164 |
| Office furniture and equipment | | 49,595 | 44,466 |
| Construction in progress | | 87,821 | 28,112 |
| Video connection equipment | | 47,487 | 42,559 |
| Electronic tracking devices | | 38,629 | 30,451 |
| Leasehold improvements | | 12,702 | 12,590 |
| Property and equipment | | 600,085 | 426,362 |
| Less: Accumulated depreciation | | (294,531) | (200,982) |
| Property and equipment, net | \$ | 305,554 | \$ 225,380 |

Depreciation expense for the years ended December 31, 2022 and 2021 was approximately \$107.9 million and \$81.6 million, respectively. Property and equipment includes equipment acquired through finance leases (see Note 8) amounting to \$67.5 million (\$37.8 million, net of accumulated depreciation of \$29.7 million) as of December 31, 2022 and \$31.9 million (\$11.2 million, net of accumulated depreciation of \$20.7 million) as of December 31, 2021.

Intangible and Other Assets, Net

Intangible and other assets, net, consisted of the following at December 31 (in thousands):

| _ | December 31, 2022 | | | | | | |
|--|-------------------|---------------------------|----|------------------------|----|-------------------|------------------------------------|
| | Ca | Gross arrying Value | | ımulated ortization | | Carrying Value | Weighted Average Life (Year) |
| Intangible Assets: | | | | | | | |
| Indefinite-lived tradenames | \$ | 108,070 | \$ | - | \$ | 108,070 | |
| Patents and trademarks | | 4,293 | | (2,619) | | 1,674 | 12.5 |
| Capitalized software development costs | | 139,238 | | (67,521) | | 71,717 | 4.7 |
| Acquired technology rights | | 171,614 | | (122,246) | | 49,368 | 9.4 |
| Acquired contract rights | | 510,365 | | (119,632) | | 390,733 | 19.7 |
| Total intangible assets | \$ | 933,580 | \$ | (312,018) | \$ | 621,562 | |
| Other assets: | | | | | | | |
| Costs to obtain customer contracts | | | | | \$ | 6,068 | |
| Costs to fulfill customer contracts | | | | | | 23,632 | |
| Deposits and other long-term assets | | | | | | 21,696 | |
| Total other assets | | | | | \$ | 51,396 | |
| Intangible and other assets, net | | | | | \$ | 672,958 | |

| | December 31, 2021 | | | | | | |
|--|-------------------|---------------------------|----|--------------------------|----|-------------------|------------------------------------|
| | C | Gross arrying Value | | cumulated nortization | | Carrying Value | Weighted Average Life (Year) |
| Intangible Assets: | | | | | | | |
| Indefinite-lived tradenames | \$ | 108,070 | \$ | - | \$ | 108,070 | |
| Patents and trademarks | | 4,372 | | (1,937) | | 2,435 | 12.6 |
| Capitalized software development costs | | 115,177 | | (48,719) | | 66,458 | 4.7 |
| Acquired technology rights | | 172,072 | | (101,756) | | 70,316 | 9.4 |
| Acquired contract rights | | 510,895 | | (90,513) | | 420,382 | 19.6 |
| Total intangible assets | \$ | 910,586 | \$ | (242,925) | \$ | 667,661 | |
| Other assets: | | | | | | | |
| Costs to obtain customer contracts | | | | | \$ | 5,649 | |
| Costs to fulfill customer contracts | | | | | | 19,485 | |
| Deposits and other long-term assets | | | | | | 15,888 | |
| Total other assets | | | | | \$ | 41,022 | |
| Intangible and other assets, net | | | | | \$ | 708,683 | |

During the year ended December 31, 2021, the Company purchased approximately \$15.5 million in acquired contract rights related to an acquisition accounted for as an asset acquisition. Additionally, in 2021 the Company determined it would sunset its remaining Public Safety software products and, as a result, all associated acquired technology and internally developed software costs were written off. An impairment loss of approximately \$5.8

million was recorded in Depreciation, amortization and impairment expense in the Consolidated Statement of Operations.

Amortization of intangible assets for the years ended December 31, 2022 and 2021 was approximately \$74.0 million and \$73.2 million, respectively. Estimated amortization expense related to intangible assets for each of the next five years through December 31, 2027 and thereafter is summarized as follows:

| | (\$ in thousands) |
|------------|-------------------|
| 2023 | \$ 70,595 |
| 2024 | 62,463 |
| 2025 | 51,993 |
| 2026 | 44,670 |
| 2027 | 38,120 |
| Thereafter | 245,651 |
| | \$ 513,492 |

Accrued Liabilities

Accrued liabilities consisted of the following at December 31:

| (\$ in thousands) | 2022 | 2021 |
|---|---------------|--------------|
| Accrued expenses | \$ 49,962 | \$ 29,124 |
| Accrued facility commissions | 17,512 | 17,807 |
| Accrued compensation | 6,936 | 12,468 |
| Money transfer amounts due to government agencies | 16,965 | 11,734 |
| Accrued taxes | 5,061 | 6,100 |
| Short-term portion of financing obligations, including leases | 16,145 | 11,507 |
| Accrued interest and other | 6,951 | 4,722 |
| Total accrued liabilities | \$ 119,532 | \$ 93,462 |

Note 3. Debt

Debt consisted of the following at December 31:

| (\$ in thousands) | 2022 | 2021 | | |
|---|--------------|--------------|--|--|
| Revolving credit facility due August 2024 | \$ 190,000 | \$ 93,000 | | |
| Secured first lien term loans due November 2024 | 1,033,634 | 1,044,515 | | |
| Secured second lien loans due November 2025 | 282,500 | 282,500 | | |
| | 1,506,134 | 1,420,015 | | |
| Less: unamortized deferred financing costs | (13,094) | (3,214) | | |
| Less: unamortized discount | (15,763) | (22,551) | | |
| | 1,477,277 | 1,394,250 | | |
| Less: current portion of long-term debt | (10,880) | (10,880) | | |
| Long-term debt | \$ 1,466,397 | \$ 1,383,370 | | |

The following table presents the aggregate principal payments in future years on debt at December 31, 2022:

| | (\$ in thousands) |
|------|-------------------|
| 2023 | \$ 10,880 |
| 2024 | 1,212,754 |
| 2025 | 282,500 |
| | \$ 1,506,134 |

The Company is party to a first and second lien credit agreement (collectively, the Secured Lien Credit Agreements), which provide for secured credit facilities and consist of the following as of December 31, 2022:

- A \$1.1 billion first lien term loan and a \$225.0 million revolving credit facility, which provides for a \$50.0 million sublimit for the issuance of letters of credit. The maturity date of the first lien term loan and of the revolving credit facility is November 1, 2024 and August 3, 2024, respectively.
- A \$282.5 million second lien term loan with a maturity date of November 1, 2025.

The first lien term loan requires equal quarterly repayments equal to 0.25% of the original principal amount, and bears interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Margin of 3.5%, or (b) the LIBO Rate plus the Applicable Margin of 4.5%. Advances under the revolving credit facility bear interest at an annual rate of the Base Rate plus Applicable Margin of 2.5%, or the LIBO Rate plus Applicable Margin of 3.5%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Secured Lien Credit Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank New York, in effect on such day, and (c) the LIBO Rate for an interest period of one month, plus 1.00%. The LIBO Rate must be at least 1.00% for the first lien term loan and 0.00% for the revolving credit facility. The letter of credit fees of 3.50% plus a fronting fee of 0.125% per annum are payable on a quarterly basis with respect to outstanding letters of credit, and the unused amount of the revolving credit facility is subject to commitment fees of 0.375% per annum. The effective interest rate on the first lien term loan was 7.1% and 6.1% at December 31, 2022 and 2021, respectively, payable quarterly in arrears.

The first lien term loan allows for voluntary prepayments at any time (subject to certain requirement and limitations for voluntary prepayments of first lien term loans) and requires mandatory prepayments of first lien term loans upon the occurrence of certain events, including certain sales of assets and receipt of certain insurance proceeds, subject to reinvestment rights, and the issuance of debt (other than debt permitted to be incurred under the credit agreement).

The first lien term loan requires mandatory prepayments equal to the product of the excess cash flow (as defined in the Secured Lien Credit Agreements) of the Company and the applicable prepayment percentages (calculated as of the last day of the fiscal year), less voluntary repayments of the loans as set forth in the following table:

| Consolidated First Lien Net Leverage Ratio (as defined in the Secured Lien Credit Agreements) | Applicable prepayment percentage |
|---|----------------------------------|
| > 4.20:1.00 | 50% |
| \leq 4.20:1.00 and $>$ 3.70:1.00 | 25% |
| \leq 3.70:1.00 | 0% |

The Company did not have a mandatory prepayment of excess cash flow for the years ended December 31, 2022 and 2021.

The first lien credit agreement contains a springing financial covenant for the benefit of only the lenders under the revolving credit facility, which covenant requires that the Consolidated First Lien Net Leverage Ratio cannot be greater than 7.00:1.00 only if usage of the revolver exceeds 35% of the amount of the revolving credit facility

commitment (excluding letters of credit) on any quarterly test date. The Company was in compliance with this covenant at December 31, 2022.

The Company draws from the revolving credit facility to cover normal business cash requirements. As of December 31, 2022, the Company had \$190.0 million outstanding on the revolving credit facility, no letters of credit outstanding, and \$35.0 million of borrowing availability under the revolving credit facility, which includes \$35.0 million of unused letter of credit availability. In December 2021, the Company amended the First Lien Credit Agreement to extend the maturity of the revolving credit facility to August 3, 2024. The Company entered into that certain Incremental Agreement, dated as of November 4, 2022, with the Incremental Lenders (as defined therein), to increase the revolving credit facility commitment from \$150.0 million to \$225.0 million. All other material terms of the first lien credit agreement remain the same.

The full principal balance of the second lien term loan is due in full on its maturity date, and bears interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Margin of 7.25%, or (b) the LIBO Rate plus the Applicable Margin of 8.25%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Secured Lien Credit Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank New York, in effect on such day, and (c) the LIBO Rate for an interest period of one month, plus 1.00%. The LIBO Rate must be at least 1.00%. The effective interest rate at December 31, 2022 and 2021 was 11.1% and 9.9%, respectively, payable quarterly in arrears. The Secured Lien Credit Agreements allow for voluntary prepayments of the second lien term loan, and, subject to application to the first lien loans, requires the same Accelerated Payment of the second lien term loan as the Secured Lien Credit Agreements require of the first lien term loan.

The Company and all of the Company's material domestic subsidiaries, subject to certain exceptions, are jointly and severally liable for the secured revolving credit facility, first lien term loans and second lien term loans under the Secured Lien Credit Agreements.

The Secured Lien Credit Agreements contain operating covenants that limit the Company and its restricted subsidiaries' ability to incur additional indebtedness, make certain payments including dividends to stockholders, divest company assets, make investments, acquisitions and loans, permit liens on their assets, merge, dissolve or engage in other fundamental changes, change the nature of its business and enter into transactions with affiliates, in each case, subject to customary limitations, cure rights and exceptions. In the event that the Company and its restricted subsidiaries fail to comply with these covenants and restrictions, the Company may be in default, at which time payment of the long-term debt and unpaid interest may be accelerated by the Company's lenders and become immediately due and payable. As of December 31, 2022, the Company was in compliance with all covenants of the Secured Lien Credit Agreements.

The Secured Lien Credit Agreements provide an incremental basket to incur additional secured loans, along with related debt baskets which permit the incurrence of junior and unsecured loans and the issuance of notes, in an aggregate amount which is the greater of (I) (x) \$190.0 million and (y) the last four quarters of consolidated EBITDA minus amounts previously used under this clause (I), plus (II) an unlimited amount so long as (x) in the case of the incurrence of additional pari passu loans, the Consolidated First Lien Net Leverage Ratio, determined on a pro forma basis, does not exceed 4.70 to 1.00, and in the case of the incurrence of additional junior lien loans, so long as the Consolidated Senior Secured Net Leverage Ratio (as defined in the Secured Lien Credit Agreements) determined on a pro forma basis is no more than 6.10:1.00 or (y) the Fixed Charge Coverage Ratio (as defined in the Secured Lien Credit Agreements), determined on a pro forma basis, is not less than the Fixed Charge Coverage Ratio for the most recently ended quarter (less the amount of any previously issued incremental loans and notes allocated to this basket).

The Company recorded interest expense, including amortization of deferred financing costs and discounts, of \$113.9 million and \$93.7 million for the years ended December 31, 2022 and 2021, respectively.

Note 4. Derivative Instruments

The Company used derivatives instruments primarily to manage interest rate risk exposure and to add stability to interest expense, with the primary objective being to minimize interest rate risks associated with the Company's financing activities. These agreements involved the receipt of variable rate amounts from a counterparty if interest rates rise above the strike rate of the contract in exchange for an upfront premium. Upon the effective dates of each of the Company's derivative instruments, management determined that all instruments would be a nondesignated hedge. Therefore, none would be monitored for effectiveness. Derivative financial instruments are recorded in the Consolidated Balance Sheets in intangible and other assets, net and are measured at fair value. Changes in market value of the derivative financial instruments are recorded in Interest and other expenses, net, in the Consolidated Statement of Operations.

Interest rate cap agreements: On December 20, 2022, the Company entered into two interest rate cap agreements: one with Bank of America (BoA) and another with Deutsche Bank (DB). Both interest rate caps involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate of the contract in exchange for an upfront premium. Each of these caps have a notional amount ranging from \$656.7 million to \$647.2 million over the term of the agreement with a cap rate of 5.5%. The Company paid a premium of \$2.0 million each to BoA and DB, to enter into the agreements. The fair value of the BoA and DB cap agreements at December 31, 2022 were \$2.0 million and \$2.2 million, with immaterial changes in fair value from the effective date to December 31, 2022. Both cap agreements terminate on December 31, 2024.

Note 5. Revenue

Disaggregation of revenue

The following table presents the Company's revenues disaggregated by major revenue stream:

| | Year Ended December 31, | | | | |
|--|-------------------------|---------|------|---------|--|
| (\$ in thousands) | | 2022 | 2021 | | |
| Telecommunication services | \$ | 245,969 | \$ | 282,874 | |
| Media and other communication services | | 174,910 | | 206,724 | |
| Payment services | | 135,529 | | 139,030 | |
| Monitoring services | | 37,335 | | 37,753 | |
| Total revenue | \$ | 593,743 | \$ | 666,381 | |

The Company's Communications and Media operating segment is comprised of two major revenue streams: Telecommunication services and Media and other communication services.

Contract Balances

Differences in timing between revenue recognition and cash collection result in contract assets and contract liabilities. The Company classifies these assets as accounts and other receivables, net; the liabilities are classified as deferred revenue and customer advances.

The following table presents the total deferred revenue and customer advances by segment at December 31:

| (\$ in thousands) | 2022 | 2021 | | |
|--|--------------|------|--------|--|
| Communication and media | \$ 50,503 | \$ | 48,202 | |
| Payment services | - | | - | |
| Monitoring services | 256 | | 481 | |
| Total deferred revenue and customer advances | \$ 50,759 | \$ | 48,683 | |

Deferred revenue on the Consolidated Balance Sheets consists of payments and billings in advance of our performance. Deferred revenue was \$24.1 million and \$23.2 million at December 31, 2022 and 2021, respectively. Customer advances were \$26.7 million and \$25.5 million at December 31, 2022 and 2021, respectively. The Company recognized \$44.1 million and \$39.2 million in revenue that was previously included in the beginning balance of deferred revenue and customer advances during the years ended December 31, 2022 and 2021, respectively. The Company anticipates that it will recognize in revenue approximately 91% of deferred revenue and customer advances within the next 12 months. Refunds on customer advances have historically not been material.

Note 6. Income Taxes

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. There were several income tax provisions and other non-tax matters incorporated into law as a result of the enactment of the CARES Act. The Company applied certain articles of the CARES Act in the income tax benefit, including the increased interest deduction allowed for up to 50 percent of adjusted taxable income for tax years 2019 and 2020. For the year ended December 31, 2020, the Company deducted an additional \$44.2 million in interest expense in the federal income tax returns as a result of the increased adjusted taxable income limitation. In addition, the Company elected to delay the employer portion of the 2020 Federal Insurance Contributions Act (FICA) payments until 2021 and 2022 as provided under the CARES Act.

U.S. and foreign income tax expense (benefit) was as follows:

| | Year Ended | Year Ended December 31, | | | | | |
|--------------------------|-------------|-------------------------|--|--|--|--|--|
| (\$ in thousands) | 2022 | 2021 | | | | | |
| Current: | | | | | | | |
| U.S. Federal | \$ - | \$ - | | | | | |
| U.S. State | 1,587 | 1,466 | | | | | |
| Foreign | - | - | | | | | |
| Total current | 1,587 | 1,466 | | | | | |
| Deferred: | | | | | | | |
| U.S. Federal | (23,492) | (3,645) | | | | | |
| U.S. State | (6,754) | (2,114) | | | | | |
| Foreign | (249) | (558) | | | | | |
| Total deferred | (30,495) | (6,317) | | | | | |
| Total income tax benefit | \$ (28,908) | \$ (4,851) | | | | | |

Income taxes differed from the expected statutory income tax benefit, by applying the U.S. federal income tax rate of 21% to pre-tax loss from continuing operations due to the following:

| | Year Ended De | Year Ended December 31, | | | | | |
|---------------------------------------|---------------|-------------------------|--|--|--|--|--|
| (\$ in thousands) | 2022 | 2021 | | | | | |
| Expected statutory income tax benefit | \$ (22,832) | \$ (3,867) | | | | | |
| State taxes, net of federal benefit | (5,150) | (287) | | | | | |
| Rate changes | (346) | (766) | | | | | |
| Transaction expenses | (964) | (927) | | | | | |
| Amounts not deductible for income tax | 181 | 533 | | | | | |
| Other | 203 | 463 | | | | | |
| Total income tax benefit | \$ (28,908) | \$ (4,851) | | | | | |

The rate changes in the above table were state tax benefits from revaluing deferred tax liabilities due to changes in the deferred state tax rate.

Following are the tax effects of temporary differences that give rise to significant portions of the deferred income tax assets and deferred income tax liabilities as of December 31:

| (\$ in thousands) | 2022 | 2021 |
|--|-------------|--------------|
| Deferred income tax assets: | | _ |
| Allowance for credit losses | \$ 716 | \$ 611 |
| Accrued expenses | 3,160 | 3,966 |
| Deferred revenue | 11,003 | 10,242 |
| Net operating loss and tax credit carryforwards | 37,493 | 37,723 |
| Interest expense carryforward | 55,870 | 29,687 |
| Operating lease liabilities | 8,430 | 9,894 |
| Transaction expenses | 2,820 | 1,575 |
| Other | 1,282 | 950 |
| Gross deferred income tax assets | 120,774 | 94,648 |
| Deferred income tax liabilities Property and equipment principally due to differences | | |
| in depreciation | (38,328) | (32,789) |
| Lease right-of-use assets | (8,099) | (9,305) |
| Intangible assets due to difference in book/tax basis | (114,336) | (130,362) |
| Goodwill | (31,611) | (25,338) |
| Other | (2,931) | (1,880) |
| Gross deferred income tax liabilities | (195,305) | (199,674) |
| Total deferred income tax liabilities, net | \$ (74,531) | \$ (105,026) |

At December 31, 2022, the Company had U.S. federal net operating loss carryforwards for tax purposes aggregating to approximately \$163.4 million, \$118.8 million of which, if not utilized to reduce taxable income in future periods, will expire from 2026 through 2037. The remaining \$44.6 million in net operating loss carryforwards have an indefinite carryforward period. Approximately \$80.1 million of these net operating loss carryforwards are subject to certain rules under Internal Revenue Code (IRC) Section 382. The Company believes these IRC Section 382 limitations will not ultimately affect its ability to use substantially all of the net operating loss carryforwards for income tax purposes. The federal net operating loss carryforwards in the income tax returns filed included unrecognized tax benefits taken in prior years. The net operating losses for which a deferred tax asset is recognized for financial statement purposes are presented net of these unrecognized tax benefits. The Company had approximately \$230.9 million of 163(j) interest expense incurred in 2018 and forward that was not deductible for Federal income tax purposes but can be carried forward indefinitely.

In accordance with ASC Topic 740, *Income Taxes*, deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized. The realization of deferred tax assets can be affected by, among other things, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the length of statutory carryforward periods, the Company's experience with utilizing operating losses and tax credit carryforwards by jurisdiction, and tax planning alternatives and strategies that may be available. The Company has not offset any of the net deferred tax assets, including net operating loss carryforwards, with a valuation allowance for the tax periods ended December 31, 2022 and 2021, respectively.

As of December 31, 2022 and 2021 the Company had gross unrecognized tax benefits of \$2.0 million. The Company does not believe it is reasonably possible that the total amount of unrecognized tax benefits will materially

change in the next twelve months. The majority of the unrecognized tax benefits at December 31, 2022, if recognized, would affect the effective tax rate.

The Company or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, Canada, and various states. As of December 31, 2022, the Company has open tax years for the U.S. federal return from 2008 forward with respect to its net operating loss carryforwards, where the IRS may not raise tax for these years but can reduce net operating loss carryforwards. Otherwise, with few exceptions, the Company is no longer subject to federal, state, or local income tax examinations for years prior to 2018.

Note 7. Related Party Transactions

In March 2023, the Company obtained a support letter from its indirect majority shareholder that it will, and has the ability to, reserve up to \$60.0 million, on behalf of itself and its affiliates that are indirect shareholders in the Company, to invest in the Company (the Commitment) to the extent needed so that the Company can meet its financial obligations through April 15, 2024. See Note 1 – Liquidity.

Under the Corporate Advisory Services Agreement (the CASA) between SCRS Acquisition Corporation, the parent of the Company, and Platinum Equity Advisors, LLC (Platinum Advisors), an entity affiliated with the Company, the Company recorded \$11.2 million and \$10.9 million in charges arising from the CASA during the years ended December 31, 2022 and 2021, which were all charged to Selling, general, and administrative expenses. The balance due to Platinum Advisors related to the CASA was \$0.1 million and \$0.3 million as of December 31, 2022 and December 31, 2021, respectively.

Note 8. Leases

The Company recognizes right-of-use assets for both operating and finance leases, and operating lease liabilities that represent the present value of its obligation to make payments over the lease term. The present value of payments for operating leases is calculated using the Company's incremental borrowing rate at lease commencement. The present value of the Company's finance lease payments is calculated using the rate implicit in each finance lease agreement. The Company has obtained approximately \$0.5 million and \$36.0 million of operating right-of-use assets and of finance leases, respectively, in exchange for new lease liabilities during the year ended December 31, 2022, and approximately \$9.5 million and \$1.7 million of operating right-of-use assets and of finance leases, respectively, in exchange for new lease liabilities during the year ended December 31, 2021. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company does not have material short-term leases and has not historically engaged in any material subleasing activities.

For arrangements where the Company is the lessor, such as media tablets, monitoring devices and corresponding services, the Company determines non lease components are predominant, and accordingly is accounting for the single components as managed service contracts under ASC Topic 606, *Revenue from Contracts with Customers*.

The Company determines if an arrangement is a lease at inception. The Company utilizes both operating and finance lease agreements to obtain right-of-use assets for its operations. As of December 31, 2022, the Company's leases have remaining lease terms of 1 to 7 years. The majority of the Company's operating lease agreements are for real estate used in operations, but also include company's vehicles and office equipment. The lease term includes periods covered by renewal options when it is reasonably certain the Company will exercise such options as well as periods subsequent to an option to terminate the lease if it is reasonably certain the Company will not exercise the termination option. The Company accounts for fixed escalating rents on a straight-line basis over the life of the lease. Finance lease arrangements are primarily for office furniture, select telecommunications equipment, and media kiosks and tablets. The current and non-current portions of these finance lease obligations are included in Accrued liabilities and in Other long-term liabilities on the Consolidated Balance Sheet, respectively. Of total future payments for finance lease agreements in effect at December 31, 2022 and 2021, \$3.4 million and \$1.0 million is comprised of interest, respectively. In identifying the future minimum lease payments, the Company does not include variable costs, such as those for maintenance or utilities.

The components of lease expense were as follows:

| | | Year Ended December 31 | | | |
|-------------------------------------|----|------------------------|----|--------|--|
| (\$ in thousands) | | 2022 | | 2021 | |
| Lease expense: | | | | | |
| Operating lease cost | \$ | 8,381 | \$ | 8,486 | |
| Finance lease cost | | | | | |
| Amortization of right-of-use assets | | 8,587 | | 9,292 | |
| Interest on lease liabilities | | 2,231 | | 1,907 | |
| Total finance lease cost | | 10,818 | | 11,199 | |
| Variable cost | | 1,500 | | 1,543 | |
| Total lease cost | \$ | 20,699 | \$ | 21,228 | |

As of December 31, right-of-use lease assets and lease liabilities for the Company's leases were recorded in the consolidated balance sheets as follows:

| (\$ in thousands) | Financial Statement Classification | 2022 | 2021 |
|-----------------------------|--|--------------|--------------|
| Assets: | | | |
| Operating lease assets | Operating lease right-of-use assets, net | \$ 33,182 | \$ 38,120 |
| Finance lease assets | Property and equipment, net | 37,762 | 11,235 |
| | | \$ 70,944 | \$ 49,355 |
| Current liabilities: | | | |
| Operating lease liabilities | Operating lease liabilities | \$ 6,460 | \$ 6,668 |
| Finance lease liabilities | Accrued liabilities | 14,707 | 7,424 |
| | | \$ 21,167 | \$ 14,092 |
| Non-current liabilities: | | | |
| Operating lease liabilities | Operating lease liabilities, long-term | \$ 27,724 | \$ 33,309 |
| Finance lease liabilities | Other long-term liabilities | 18,907 | 4,837 |
| | | \$ 46,631 | \$ 38,146 |

Supplemental information related to leases was as follows:

| | Year Ended December 31, | | | er 31, |
|---|-------------------------|--------|----|--------|
| | | 2022 | | 2021 |
| Supplemental cash flow information (\$ in thousands): | | | | _ |
| Cash paid for liabilities included in the measurement of lease liabilities: | | | | |
| Operating cash flows from operating leases | \$ | 9,605 | \$ | 9,724 |
| Operating cash flows from financing leases | | 1,956 | | 1,352 |
| Financing cash flows from financing leases | | 13,431 | | 1,155 |
| Right-of-use assets obtained in exchange for lease liabilities: | | | | |
| Operating leases | \$ | 487 | \$ | 9,483 |
| Finance leases | | 35,981 | | 1,650 |
| Weighted average remaining lease term (years): | | | | |
| Operating leases | | 5.4 | | 6.2 |
| Finance leases | | 2.3 | | 1.7 |
| Weighted average discount rate: | | | | |
| Operating leases | | 7.2% | | 7.2% |
| Finance leases | | 8.0% | | 8.5% |

Future minimum maturities of lease obligations as of December 31, 2022 are as follows:

| (\$ in thousands) | Operating Leases | | Finance Leases | | Total |
|------------------------------------|------------------|---------|----------------|---------|--------------|
| 2023 | \$ | 8,748 | \$ | 18,085 | \$ 26,833 |
| 2024 | | 7,814 | | 13,503 | 21,317 |
| 2025 | | 6,617 | | 5,393 | 12,010 |
| 2026 | | 6,467 | | - | 6,467 |
| 2027 | | 6,254 | | - | 6,254 |
| Thereafter | | 5,422 | | | 5,422 |
| Total lease payments | | 41,322 | | 36,981 | 78,303 |
| Less: Imputed interest | | (7,138) | | (3,367) | (10,506) |
| Present value of lease liabilities | \$ | 34,184 | \$ | 33,614 | \$ 67,797 |

The Company did not enter into any leases that have not yet commenced as of December 31, 2022.

The Company entered into two third-party agreements under which it financed its installation service of the telecommunication equipment in the total amount of \$2.1 million and \$1.2 million during the years ended December 31, 2022 and 2021, respectively. This did not qualify as a lease agreement based on the subsequent timing of when the Company entered into the agreement compared to its completion of the telecommunication equipment installation.

Note 9. Commitments and Contingencies

Minimum guaranteed payments: The Company is required to make the following minimum commission payments to certain of its correctional facility customers and government agencies regardless of the level of revenues generated by the Company on those contracts, as follows:

| | | thousands) |
|----------------------------------|----|------------|
| 2023 | \$ | 41,387 |
| 2024 | | 26,687 |
| 2025 | | 20,358 |
| 2026 | | 11,084 |
| 2027 | | 5,604 |
| Thereafter | | 599 |
| Total minimum commission payment | \$ | 105,719 |

Employment agreements: As of December 31, 2022 and December 31, 2021, the Company had employment agreements with certain key management personnel, which provided for minimum compensation levels and incentive bonuses along with provisions for termination of benefits in certain circumstances and for certain severance payments in the event of a change in control.

Litigation and regulatory matters: The Company has been, and expects to continue to be, subject to various legal and administrative proceedings or claims in the normal course of business. The Company records a liability when it believes it is probable a loss will be incurred and the amount of loss or range of loss can be reasonably estimated. The assessment as to whether a loss is probable, reasonably possible or remote, and as to whether a loss or a range of such loss is estimable, often involves significant judgment about future events. The Company has settled various claims that were not material to its financial condition and results of operations.

Kobel, et al. v. JPay is a putative class arbitration against JPay LLC (JPay), filed in October 2015. Claimants allege JPay purposely delayed processing money orders so JPay's customers would pay more for JPay's electronic money transfers. Claimants also allege JPay's electronic money transfer fees are too high, and that the payment of (industry-standard) commissions to customer facilities is unlawful. The amount of damages Claimants seek is unclear at this stage, but it is likely to be significant. That said, Claimants face significant legal and factual hurdles to prevail at both the class certification and merits stages. At present, the Company cannot reasonably estimate a range of loss for this action and, accordingly, it has not accrued any associated liability in its consolidated financial statements.

Wright et al., v. Corrections Corporation of America, et al. is a putative class action alleges that Securus Technologies, LLC (Securus) charged excessive and unreasonable rates for inmate calling services (ICS) in violation of the Federal Communications Act, 47 U.S.C. § 201, et seq., (the FCA). The action originally was filed in 2000 and dismissed in its entirety in 2001 on the grounds that the Federal Communication Commission (FCC), the expert agency that oversees the FCA, had primary jurisdiction to determine whether the ICS rates charged were or were not "just and reasonable," as that concept is used in FCA section 201. In 2002, the Court reconsidered that dismissal and stayed the case pending the FCC's review of the issue. Over the following 20 years, there have been various ruling making at the FCC on ICS rates, but the Plaintiffs have never sought nor obtained an answer from the FCC on whether the specific rates Securus charged during the alleged class period were unreasonable or not. The case has remained stayed over the last 20 years and up to the present, with a few exceptions, most notably in 2016 when Plaintiffs were permitted by the Court to amend their complaint. The complaint, however, does not quantify the damages alleged. Due to the stay, no substantive discovery has taken place, and Securus has not yet had an opportunity to respond to the operative complaint. On May 17, 2022, the Court ordered the parties to provide a joint status report informing the Court about any related developments that have occurred since the filing of the last status report in 2018 and setting forth the parties' current positions on how the case should proceed. In response, on June 6, 2022, Securus and co-defendant CoreCivic advised the Court of various relevant proceedings at the FCC and

requested that the Court lift the stay to allow defendants an opportunity to respond to the operative complaint. Plaintiffs, on the other hand, requested that the Court continue the stay until the FCC completes further rulemaking proceedings. On December 25, 2022, the Court issued an order permitting Securus and co-defendant CoreCivic to file motions to lift the stay and set a briefing schedule on the motions to be completed by June 8, 2023. Given the current case posture, the amount of damages Plaintiffs seek is unclear at this stage. At present, the Company cannot reasonably estimate a range of loss for this action and, accordingly, it has not accrued any associated liability in its consolidated financial statements.

The Washington State Attorney General's Office (WA AGO), Consumer Protection Division issued Securus Technologies, LLC (Securus), including its subsidiary JPay LLC, a civil investigative demand (CID) on September 14, 2022 containing interrogatories and requests for production of documents. The CID was issued to investigate potential violations of the Washington Consumer Protection Act (RCW 19.86.010 et seq.), and specifically potential unfair or deceptive acts or practices with respect to Securus' provision of telephone services, video visitation services, electronic messaging services, and tablets to detainees at jails, prison, and/or detention facilities and members of the public within Washington State. Securus fully cooperated with the investigation and, on January 12, 2023, completed its production of documents and information in response to the CID. Securus has not yet received any further follow up requests since completing its formal response to the CID but anticipates that there will be a dialogue with the WA AGO before resolving the investigation. Accordingly, at present, the Company cannot reasonably estimate a range of loss for this investigation, and it has not accrued any associated liability in its consolidated financial statements.

Cain, et al. v. JPay, Inc., et al. is a putative class action relating to a debit release card program that JPay arranges for corrections departments for the distribution of funds to individuals being released from incarceration. A bank issues the prepaid cards, and a different company manages the cards, the loading of funds onto the cards, and transactions once a released offender has a card. JPay provides branding for the cards and sends the physical cards to correctional facilities for ultimate distribution to the released offenders. In sum, the complaint alleges that the debit release card fees amount to unconstitutional takings, a violation of the Electronic Fund Transfer Act, conversion, unjust enrichment, and a violation of California's Unfair Competition Law. Plaintiffs' complaint did not specify alleged damages or seek injunctive relief. JPay was served on September 29, 2021 and in response filed a motion to compel arbitration and stay the proceedings. The motion to compel arbitration was fully briefed in January 2022 and denied by the Court on March 1, 2023. JPay intends to appeal the denial of the motion to compel arbitration and to request a stay of the litigation in the trial court pending resolution of the appeal. At present the Company cannot reasonably estimate a range of loss for this action, and it has not accrued any associated liability in its consolidated financial statements.

The Company has determined that resolution of other pending matters is not probable to have a material adverse impact on its consolidated results of operations, cash flows, or financial position, and accordingly, no other material contingency accruals are recorded. However, the outcome of litigation is inherently uncertain. As additional information becomes available, the Company reassesses the potential liability.

Note 10. Subsequent Events

Management evaluated the disclosure of any material subsequent events through April 14, 2023, which was the date the financial statements were available to be issued. As of April 14, 2023, there were no subsequent events that required recognition or disclosure not otherwise described in these financial statements.



Consolidated Financial Statements December 31, 2021 and 2020

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Report of Independent Auditors

To Management and Board of Managers of Aventiv Technologies, LLC

Opinion

We have audited the accompanying consolidated financial statements of Aventiv Technologies, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, of member's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Pricewaterhouse Coopers LLP

Austin, Texas March 12, 2022

Aventiv Technologies, LLC Consolidated Balance Sheets December 31, 2021 and 2020 (dollars in thousands)

| CURRENT ASSETS: Cash and cash equivalents Restricted cash Accounts and other receivables, less allowances for credit losses of \$2,449 and \$2,429, respectively Inventories Prepaid expenses | \$ | 13,548 11,761 | \$ | |
|---|----|------------------|----|-----------|
| Cash and cash equivalents Restricted cash Accounts and other receivables, less allowances for credit losses of \$2,449 and \$2,429, respectively Inventories | \$ | | \$ | |
| Restricted cash Accounts and other receivables, less allowances for credit losses of \$2,449 and \$2,429, respectively Inventories | · | | | 10,863 |
| \$2,449 and \$2,429, respectively Inventories | | | • | 16,368 |
| Inventories | | 43,387 | | 43,824 |
| Drong id avnangag | | 9,544 | | 2,097 |
| | | 37,270 | | 21,270 |
| Other current assets | | 5,763 | | 3,804 |
| Totalcurrentassets | | 121,273 | | 98,226 |
| NONCURRENT ASSETS: | | | | |
| Operating lease right-of-use assets | | 38,120 | | 34,057 |
| Property and equipment, net | | 225,380 | | 209,315 |
| Intangibles and other assets, net | | 708,683 | | 723,284 |
| Goodwill | | 1,018,119 | | 1,018,119 |
| TOTAL ASSETS | \$ | 2,111,575 | \$ | 2,083,001 |
| LIABILITIES AND MEMBER'S EQUITY | | | | |
| CURRENT LIABILITIES: | | | | |
| Accounts payable | \$ | 36,726 | \$ | 13,507 |
| Accrued liabilities | * | 93,462 | • | 91,724 |
| Operating lease liabilities | | 6,668 | | 6,494 |
| Deferred revenue and customer advances | | 48,683 | | 42,807 |
| Current portion of long-term debt | | 10,880 | | 10,880 |
| Total current liabilities | | 196,419 | | 165,412 |
| NONCURRENT LIABILITIES | | | | |
| Deferred income taxes | | 105,026 | | 111,343 |
| Long-term debt | | 1,383,370 | | 1,356,046 |
| Operating lease lia bilities, long-term | | 33,309 | | 30,224 |
| Other long-term lia bilities | | 7,675 | | 20,635 |
| TOTAL LIABILITIES | | 1,725,799 | | 1,683,660 |
| Commitments and contingencies (see Note 8) | | | | |
| Member's Equity | | | | |
| Member's capital | | 443,897 | | 443,897 |
| Accumulated deficit | | (58,121) | | (44,556) |
| Total member's equity | | 385,776 | | 399,341 |
| TOTAL LIABILITIES AND MEMBER'S EQUITY | \$ | 2,111,575 | \$ | 2,083,001 |

Aventiv Technologies, LLC Consolidated Statements of Operations Years Ended December 31, 2021 and 2020 (dollars in thousands)

| | 2021 | 2020 | | |
|--|----------------|------|----------|--|
| Revenue: | | | _ | |
| Communications and media services | \$ 489,598 | \$ | 410,603 | |
| Payment services | 139,030 | | 142,837 | |
| Monitoring services | 37,753 | | 34,049 | |
| Total revenue | 666,381 | | 587,489 | |
| Operating costs and expenses: | | | | |
| Cost of service, excluding depreciation and amortization shown | | | | |
| separately below | 211,856 | | 178,057 | |
| Selling, general and administrative expenses | 222,828 | | 200,148 | |
| Depreciation, amortization and impairment expense | 154,822 | | 128,912 | |
| Transaction expenses | 780 | | - | |
| Total operating costs and expenses | 590,286 | | 507,117 | |
| Operating income | 76,095 | | 80,372 | |
| Interest and other expenses, net | 94,511 | | 99,021 | |
| Loss before income taxes | (18,416) | | (18,649) | |
| Income tax benefit | (4,851) | | (2,382) | |
| Net loss | \$ (13,565) | \$ | (16,267) | |

Aventiv Technologies, LLC Consolidated Statements of Member's Equity Years Ended December 31, 2021 and 2020 (dollars in thousands)

| | | lember's Capital | cumulated Deficit | Total Member's Equity | | |
|---|----|---------------------|----------------------------|-----------------------------|---------------------|--|
| Balance, December 31, 2019 Cash distribution to parent | \$ | 451,931 (2,300) | \$ (28,289) | \$ | 423,642 (2,300) | |
| Tax effect of purchase of outstanding debt by entity under common control | | (5,734) | - | | (5,734) | |
| Net loss | | (3,734) | (16,267) | | (16,267) | |
| Balance, December 31, 2020 Net loss | \$ | 443,897 | \$ (44,556) (13,565) | \$ | 399,341 (13,565) | |
| Balance, December 31, 2021 | \$ | 443,897 | \$ (58,121) | \$ | 385,776 | |

Aventiv Technologies, LLC Consolidated Statements of Cash Flows Years Ended December 31, 2021 and 2020 (dollars in thousands)

| | 2021 | 2020 |
|---|-------------|-------------|
| Cash flows from operating activities: | A (1) | . |
| Net loss | \$ (13,565) | \$ (16,267) |
| Adjustments to reconcile net loss to net cash provided by operating | | |
| activities: | 154.022 | 120.012 |
| Depreciation, amortization and impairment expense | 154,822 | 128,912 |
| Deferred incometaxes | (6,317) | (3,536) |
| Amortization of deferred financing costs and discounts | 5,205 | 5,003 |
| Other operating activities, net | (18) | 594 |
| Change in operating a ssets and lia bilities: | 427 | (0.207) |
| Accounts and other receivables, net | 437 | (9,397) |
| Prepa id expenses | (15,999) | (1,840) |
| Other current assets | (1,859) | (1,451) |
| Inventory | (7,447) | 7,740 |
| Otherassets | (15,536) | (6,359) |
| Accounts payable | 19,189 | (6,334) |
| Accrued and other long-term liabilities | (6,489) | 28,533 |
| Deferred revenue and customer a dvances | 5,876 | 7,888 |
| Net cash provided by operating activities | 118,299 | 133,486 |
| Cash flows from investing activities: | (00.0.5) | /.a = |
| Purchase of property and equipment | (88,952) | (49,514) |
| Additions to capitalized software development costs and intangibles | (42,304) | (27,956) |
| Purchase of investments | (63) | (504) |
| Net cash used in investing activities | (131,319) | (77,974) |
| Cash flows from financing activities: | | |
| Proceeds from revolver | 53,000 | 36,000 |
| Repayments of revolver | (20,000) | (64,000) |
| Payments on long-term debt | (10,880) | (10,880) |
| Repayment of financing obligations | (4,036) | (3,316) |
| Repayment of finance lease obligations | (6,986) | (3,281) |
| Cash distribution to parent | | (2,300) |
| Net cash provided by (used in) financing activities | 11,098 | (47,777) |
| Increase/(decrease) in cash and cash equivalents, and restricted cash | (1,922) | 7,735 |
| Cash and cash equivalents, and restricted cash: | | |
| Beginning of period | 27,231 | 19,496 |
| End of period | \$ 25,309 | \$ 27,231 |
| Supplemental disclosures of cash flow information: | | |
| Cash paid for interest | \$ 87,406 | \$ 88,025 |
| Cash paid for income tax payment | 2,172 | 1,401 |
| Supplemental non-cash investing and financing activities: | | , |
| Increase/(decrease) in noncash purchases of property and equipment | 5,895 | (7) |
| Right of use assets obtained in exchange for new finance lease | | |
| liabilities | 1,650 | 16,100 |
| Purchase of equipment under financing obligation | 1,155 | 1,052 |
| Purchase of software under financing obligation | ´ - | 2,210 |
| | | -, |

Note 1. Business and Summary of Significant Accounting Policies

Company: Aventiv Technologies, LLC (Aventiv), together with its subsidiaries (collectively, the Company), is based in Dallas, Texas and is a leading provider of civil and criminal justice technology solutions that improve public safety and modernize the incarceration experience for a pproximately 3,500 correctional facilities and over 1,200,000 incarcerated people a cross North America. As one of the largest communication and media providers for the United States' incarcerated population, the Company's product and service combinations deliver unique, full criminal lifecycle solutions from pre-incarceration incident management through post-incarceration monitoring.

The COVID-19 Coronavirus continues to affect global markets, supply chains, work forces, and communities. However, based on the nature of the Company's industry, the Company did not experience a significant adverse impact to its operations during the years ended December 31, 2021 and 2020. Management believes the Company is taking appropriate actions to mitigate future impacts; however, the economic impact of COVID-19 is unknown and cannot be reasonably estimated at this time.

Principles of consolidation and basis of presentation: The accompanying consolidated financial statements have been prepared in accordance with U.S. GAAP and include the accounts of Aventiv and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Accounting estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant items subject to such estimates include the valuation allowances for receivables, the recoverability of property and equipment, goodwill, intangible and other assets, the carrying amount and estimated useful lives of contract costs, the carrying a mount of operating lease right-of-use assets and operating lease liabilities, and deferred income taxes.

Management evaluates its estimates and assumptions on a nongoing basis using historical experience and other factors, including the current economic environment. Management believes this approach to be reasonable under the circumstances. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Changes in estimates will be accounted for prospectively.

Cash, cash equivalents and restricted cash: Cash equivalents consist of highly liquid investments, such as certificates of deposits, money market funds, and short-term treasury instruments with original maturities of 90 days or less. Restricted cash accounts hold amounts designated for regulatory requirements mandated as part of the Company's payment services operations or for the benefit of certain customers in the event the Company does not perform under the provisions of the respective underlying contracts with these customers.

The following table shows the balances for cash, cash equivalents and restricted cash as of December 31:

| (\$ in thousands) | 2021 | | | 2020 |
|--|------|--------|----|--------|
| Cash and cash equivalents | \$ | 13,548 | \$ | 10,863 |
| Restricted cash | | 11,761 | | 16,368 |
| Total cash, cash equivalents and restricted cash | \$ | 25,309 | \$ | 27,231 |

Accounts receivable: The Company extends credit to customers and other parties in the normal course of business. Trade accounts receivable are recorded at the invoice amount and do not bear interest. The Company's trade receivables are analyzed for collectability based on the age of individual accounts, economic events, or other factors, and an allowance for doubtful accounts is recorded when necessary. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses.

Changes in the Company's allowance for credit losses as of December 31 were as follows:

| (\$ in thousands) | 2021 | | | 2020 | | |
|-------------------------------------|------|---------|----|---------|--|--|
| Beginning balance | \$ | 2,429 | \$ | 2,220 | | |
| Add: Provision for credit losses | | 2,141 | | 2,356 | | |
| Less: write offs, net of recoveries | | (2,121) | | (2,147) | | |
| Endingbalance | \$ | 2,449 | \$ | 2,429 | | |

Fair value of financial instruments: ASC Topic 820, *Fair Value Measurement*, includes a single definition of fair value to be used for financial reporting purposes, provides a framework for applying this definition and for measuring fair value under GAAP, and establishes a fair value hierarchy that categorizes into three levels the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are summarized as follows:

Level 1 – Fair value is based on observable inputs such as quoted prices for identical assets or liabilities in active markets.

Level 2 – Fair value is determined using quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active or inputs other than quoted prices that are directly or indirectly observable.

Level 3 – Fair value is determined using one or more significant inputs that are unobservable in active markets at the measurement date, such as a pricing model, discounted cash flow, or similar technique.

The Company's financial instruments consist of cash and cash equivalents, restricted cash, investments, accounts receivable, accounts payable, and long-term debt (including the current portion) as of December 31,2021 and December 31,2020.

As of December 31, 2021 and December 31, 2020, the fair value of the principal amount of the Company's long-term debt was \$1,375.2 and \$1,275.6 million, respectively. The estimated fair value was determined based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, and interest rates, which represents Level 2 in the fair value hierarchy.

The carrying value of the Company's revolving credit facility due August 2024 approximates fair value given that the interest rates are variable and adjust with current market rates for instruments with similar risks and maturities.

Concentrations of credit risk: Financial instruments, which potentially expose the Company to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable. The Company limits cash and cash equivalents to highly rated financial institutions.

At December 31, 2021 and 2020, one credit card processor comprised approximately 12.0% and 18.6% of total trade accounts receivable, respectively. The Company did not have any customers who represented 10% or more of the Company's total revenue for the years ended December 31, 2021 and 2020. The Company does not require collateral on accounts receivable balances and provides allowances for potential credit losses. The Company's revenues are concentrated in the United States in the corrections industry.

While the Company purchases products from many different suppliers, one supplier accounted for 26.7% and 10.3% of total purchases for the years ended December 31, 2021 and 2020, respectively.

A significant portion of the Company's inventory and electronic components used in our property and equipment are manufactured in China and other overseas countries where manufacturing plants have been and are continuing to operate under various restrictions and delays caused by the COVID-19 Coronavirus. The Company has not been materially impacted by any restrictions or shipping delays, in large part, due to the corrections industry not lending

itself to a high seasonality of demand. As such, the Company has been able to adapt to the delays and there has not been a material impact on the Company's business operations and financial statements.

Inventories: The Company's inventory consists of media tablets and tablet accessories. Inventory is stated at the lower of a verage cost or net realizable value. Inventory is primarily comprised of finished goods. Adjustments are made to reduce the cost of inventory for estimated excess or obsolete balances. Factors influencing these adjustments include declines in demand that impact inventory purchasing forecasts, technological changes, product life cycle and development plans, component cost trends, product pricing, physical deterioration, and quality issues. If the estimates used to reserve for excess and obsolete inventory differ from what is expected, the Company may be required to recognize additional reserves, which would negatively impact its gross margin.

Property and equipment: All purchases of property and equipment are stated at cost less accumulated depreciation and include costs necessary to place such property and equipment in service. Property and equipment acquired through business combinations are recorded at fair value as of their acquisition date. Major renewals and improvements that extend an asset's useful life are capitalized, while repairs and maintenance are expensed as incurred. Construction in progress represents the cost of material purchases and construction costs for telecommunications hardware systems and electronic tracking devices in various stages of completion.

Depreciation is recorded on a straight-line basis over the estimated useful life of the underlying a sset, as follows:

| Media kiosks | 5-7 years |
|--|---------------|
| Media tablets and infrastructure equipment | 1.5 - 5 years |
| Telecommunications equipment | 2-8 years |
| Office furniture and equipment | 2-8 years |
| Video connection equipment | 2-8 years |
| Electronic tracking devices | 2-8 years |
| T 1 11: | G1 . C1 |

Lea sehold improvements Shorter of lea se term or estimated useful life

Equipment a cquired through finance lease a rrangements are depreciated either over the lease term or over the a sset's useful life in the event the lease includes a bargain purchase option that is likely to be exercised at the end of the lease.

Goodwill: Goodwill represents the excess of the purchase price over the estimated fair value of nettangible and identifiable intangible assets a cquired in business combinations. Goodwill is assessed for impairment as of October 1 of each year at the reporting unit level or more frequently if events or changes in circumstances indicate the carrying value may not be recoverable. If, based on a qualitative analysis, it is determined more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, a one-step quantitative impairment test is performed in a ccordance with ASU 2017-04.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, the assignment of assets (including goodwill) to those reporting units and the determination of the fair value of each reporting unit. Estimated fair values of the reporting unit are Level 3 measures and are developed under an income approach that discounts estimated future cash flows using risk-a djusted interest rates and also the market approach. If the assumptions and related estimates change in the future, or if the Company changes its reporting unit structure or other events and circumstances change, the Company may be required to record impairment charges when it performs these tests, or in other future periods. The Company's annual qualitative analysis did not indicate any impairment as of the fiscal years ended December 31, 2021 and 2020.

As a result of the Company's testing of goodwill as of December 31,2018, it was determined that goodwill was impaired in relation to the Company's monitoring service reporting unit and, therefore, an impairment loss of \$11.6 million was recorded in the Company's Consolidated Statement of Operations. This impairment loss was primarily attributed to a reduction in forecasted sales and earnings for the reporting unit. There were no changes to goodwill

during the years ended December 31,2021 and 2020 and thus the accumulated impairment loss was \$11.6 million as of those respective periods.

The Company reclassified goodwill between Communications and Media and Payment Services to reflect the reallocation of operations between its reporting units. The carrying value of goodwill by segment is as follows:

| | and Media | | | | | Services |
|--|-----------|-----------|----|--------|----|----------|
| Balance, December 31, 2020 | \$ | 765,521 | \$ | 42,625 | \$ | 209,973 |
| Reclassification of goodwill between reporting units | | (207,386) | | - | | 207,386 |
| Balance, December 31, 2021 | \$ | 558,135 | \$ | 42,625 | \$ | 417,359 |

Intangible and other assets: Intangible and other assets include indefinite-lived tradenames, patents and trademarks, capitalized software development costs, a equired technology rights, a equired contract rights, costs to obtain and to fulfill customer contracts, and deposits and other long-term assets.

The Company's capitalized so ftware development costs consists of capitalized labor and other costs a ssociated with software developed for internal use. Software is considered for internal use if a cquired, internally developed, or modified solely to meet the entity's internal needs and if during the software's development or modification, no plan exists to market the software externally. Costs incurred during the application development stage are capitalized, which includes costs to design the software configuration and interfaces, coding, installation, and testing. Capitalization of costs begins when the preliminary project stage is completed and management with the relevant authority authorizes and commits to funding a computer software project and believes that it is probable that the project will be completed and the software will be used to perform the function intended. Capitalization ceases when the project is complete or it is no longer probable that the project will be completed. The Company capitalized internally developed software costs of \$27.6 million and \$28.4 million during the years ended December 31, 2021 and 2020, respectively. Costs related to training and maintenance are expensed as incurred. The Company capitalizes interest costs associated with capitalized software development costs based on the effective interest rate on a ggregate borrowings.

The Company defers costs incurred to obtain and costs incurred to fulfill a customer contract. Costs to obtain are comprised of internal sales commissions related to new contracts. Costs to fulfill are comprised of personnel and contractor costs incurred for the setup of new customers subsequent to the signing of the contract.

The long-term and short-term portions of the capitalized costs to obtain customer contracts and the capitalized costs to fulfill customer contracts are included within Intangibles and other assets, net and within Other current assets on the Consolidated Balance Sheet, respectively. These contract costs are a mortized over the contractual periods to which they pertain, including expected renewals, and presented as a component of Selling, general and administrative expenses in the Consolidated Statement of Operations.

The Company defers eligible implementation costs incurred in cloud computing a rrangements that qualify as hosted arrangements. These types of arrangements are comprised of contracts with third party providers of online solutions used for project management and sales functions. The long-term and short-term portions of these costs are included within Intangibles and other assets, net as other assets, and within Other current assets on the Consolidated Balance Sheet, respectively, and are amortized as Selling, general, and administrative expenses on the Consolidated Statement of Operations over each hosting arrangement's term which includes renewal periods that are reasonably certain to be exercised.

Intangible and other assets are a mortized based on the useful life of each asset. Amortization of intangible assets is included in depreciation, amortization, and impairment expense in the Consolidated Statements of Operations.

Impairment of long-lived assets: Long-lived assets (including intangible assets with finite useful lives) are grouped with other assets at the lowest level of identifiable cash flow streams and are reviewed for impairment as a group whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Recoverability of assets to be held and used is measured by a comparison of the carrying value of the assets to the estimated undiscounted future cash flows expected to be generated by the assets. If the carrying value of the assets exceed their estimated future cash flows, an impairment charge is recognized for the amount by which the carrying value of the assets exceed the fair value of the assets. See Note 2 for further detail on impairments of the Company's definite-lived intangible and other long-term assets.

Impairment of indefinite-lived intangible assets: The Company performs an annual qualitative assessment of indefinite-lived intangibles as of October 1 of each year, or whenever events or circumstances indicate that the estimated fair value of the indefinite-lived asset is less than its carrying amount, to determine whether quantitative impairment testing is necessary. The quantitative impairment test for indefinite-lived intangible assets encompasses calculating the fair value of an indefinite-lived intangible asset and comparing the fair value to its carrying value. If the carrying value exceeds the fair value, an impairment charge is recorded. Fair value is estimated using a relief-from-royalty method. The estimates and assumptions used in the determination of the fair value of the tradenames include the projected revenue growth, long-term growth rate, the royalty rate, and discount rate. See Note 2 for further detail on impairments of the Company's indefinite-lived intangible assets.

Leases: The Company leases certain buildings, equipment, and other various types of assets for use in operations under both operating and finance leases. The Company recognizes right-of-use assets for both operating and finance leases, and operating lease liabilities that represent the present value of its obligation to make payments over the lease term. The present value of payments for operating lease is calculated using the Company's incremental borrowing rate at lease commencement. The present value of the financing lease payments is calculated using the rate implicit in each financing lease a greement. See Note 7 for additional detail on the Company's leases.

Revenue Recognition: The Company enters into multi-year contracts with correctional facilities and government a gencies that establish the terms and conditions under which the Company provides its communication and media services, payment services, and monitoring services to those government agencies for use by incarcerated individuals, government agency personnel and other users. Revenue is recognized upon transfer of control of the promised products or services in an amount that reflects the consideration the Company expects to retain in exchange for those products or services. Amounts paid to the government agencies are considered an adjustment to the arrangement consideration and are presented within the revenue line as a reduction of the revenue.

Nature of goods and services

Specifically, revenues related to communication services are generally contracted for on a price per call or emessage basis. The revenue related to such services are recognized at the point in time the related call, emessage or video is completed. Revenues related to media services, such as tablets and downloads of music, movies, and games, are recognized upon delivery of the goods and services to the incarcerated individual as directed by the government a gency. Advance payments received to fund incarcerated individuals' accounts are deferred until the services are delivered. Revenues related to automated interactive voice response systems, investigative call analysis, and live call monitoring are recognized during the period in which the service is used based on call volumes. Regulatory fees and taxes billed to customers are recorded on a net basis.

Communications and media breakage revenue is generally recorded upon the expiration of incarcerated individual's accounts, which is generally six months after last usage, or upon the passage of time where future redemption is unlikely, which is based on an analysis of the Company's historical redemption trends. Historically, the revenue recognized for breakage has been insignificant in relation to the Company's total revenues.

Payment service revenues consist of fees charged for the transfer of funds and are recognized upon delivery of the payment.

Monitoring service revenues are earned by the Company based on a flat, daily fee charged to its government a gency customers in a coordance with the number of electronic monitoring devices used by the customer, and the revenue is recognized as the services are performed.

Performance Obligations

The Company identifies performance obligations in a contract based on the types of services and products that will be transferred to the customer that are identifiable from other promises in the contract, or distinct. If not considered distinct, the promised services and products are combined together and accounted for as a combined performance obligation. Determining the distinct performance obligations in a contract requires judgment. The Company allocates the transaction price of the contract to each distinct performance obligation based on a relative standalone selling price basis. Determining such standalone selling prices requires judgment and is based on multiple factors including historical selling prices and internal pricing policies. The majority of the Company's revenues are prepaid when cash is deposited into an incarcerated individual's pre-established account and recorded as an advance. Revenue is then recognized upon delivery.

Significant Judgments

Under the revenue standard, significant judgments are required in order to identify contracts with customers and estimate transaction prices. Additional judgments are required for identifying the performance obligations and determining whether the services provided are able to be distinct, determining the transaction price as it relates to the different variable consideration structures identified in our contracts, the estimation of the stand-alone selling price (SSP) and the allocation of the transaction price by relative stand-alone selling price.

Commissions

The Company is required to make commission payments to certain of its government a gency customers based on revenue, which may be subject to guaranteed minimums. These commission payments are recorded within the revenue line as a reduction of revenue. The Company defers up-front payments required by government agency customers as part of a warding a contract and a mortizes these costs against the revenue line over the contractual term of the arrangement, including expected renewals.

Employee benefit plan: The Company sponsors a 401(k) savings plan for the benefit of eligible full-time employees (401(k) plan). The plan is a qualified benefit plan in accordance with the Employee Retirement Income Security Act of 1974. Employees participating in the plan can generally contribute a portion of annual earnings not to exceed \$19,500, or \$26,000 for employees 50 years of age or older. The 401(k) plan provides for the Company to make discretionary matching contributions of 50% of an eligible employee's contribution for up to 6% of their salary. Matching contributions and plan expenses were \$2.8 and \$2.0 million during the years ended December 31, 2021 and 2020, respectively.

Income taxes: The Company accounts for income taxes under the asset and lia bility method. The Company records deferred tax assets and lia bilities at an amount equal to the expected future tax consequences of transactions and events. Deferred tax assets and lia bilities are determined based on the future tax consequences attributable to the differences between the financial statement carrying a mounts of existing assets and lia bilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets generally represent items that can be used as a tax deduction or credit in tax return in future years, while deferred tax lia bilities generally represent items that generate a future tax lia bility for items where deductions have been accelerated for tax purposes. Deferred tax assets and lia bilities are measured using enacted income tax rates expected to apply to taxable income in the years in which those differences are expected to be recovered or settled. The effect on deferred tax assets and lia bilities of a change in income tax rates is recognized in the results of operations in the period that includes the enactment date.

The Company provides a valuation allowance for deferred tax assets when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The valuation allowance represents the excess deferred tax assets including the net operating loss carryforwards, over the net deferred tax liabilities, excluding deferred liabilities that are not a vailable to offset deferred tax assets. The Company calculates the valuation allowance in accordance with the authoritative guidance relating to income taxes, which requires an assessment of both positive and negative evidence regarding the realizability of these deferred tax assets when measuring the need for a valuation allowance. Significant judgment is required in determining any valuation allowance against deferred tax

assets. The realization of deferred tax assets can be a ffected by, among other things, the nature, frequency, and severity of current and cumulative losses, forecasts of future profitability, the length of statutory carry forward periods, the Company's experience with utilizing operating losses and tax credit carry forwards by jurisdiction and tax planning a lternatives and strategies that may be available. The Company calculated the deferred tax liability, deferred tax asset, and the related valuation of net deferred tax assets, including net operating loss carry forwards, for the taxable temporary differences on a jurisdiction-by-jurisdiction basis.

The Company accounts for the uncertainty in income taxes on the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. The tax benefit from an uncertain tax position may be recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. The determination is based on the technical merits of the position and presumes that each uncertain tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information. The Company's policy with respect to recognition of interest and penalties on uncertain tax position is to assess the likelihood, for each uncertain tax position, that any interest and penalties may be assessed by the relevant taxing authorities and, based on such assessment, record any significant interest and penalties as a component of income tax expense or benefit.

Incentive Compensation Plan: On April 30, 2018, the Company implemented a long-term incentive compensation plan pursuant to which certain employees may be entitled to receive compensation in the event of certain Qualifying Events, as defined in the plan as two categories of transactions, and pursuant to certain conditions set forth in the plan. The first category of transaction is a Qualifying Sale Event defined as a sale of some or all of the common stock of the Company by Platinum Equity Capital Partners IV, L.P., its parallel funds, and/or their respective alternative investment vehicles or an IPO; provided, however, that in no event shall a Qualifying Sale Event occur upon a sale to an affiliate of the Company. The second category of transaction is a Qualifying Distribution Event defined as a cash dividend or distribution by the Company to the shareholders and other equity investors. The Company's compensation committee administers the plan, which is designed to serve as an incentive to a tract and retain qualified and competent employees. Performance units, which are granted to employees under individual grant a greements, mature over a 4.5 to 5 year period with any unvested units fully maturing upon a change of control or initial public offering. The maximum number of units that may be a warded under the Plan is 30.0 million units. Upon the occurrence of a Qualifying Event, participants will be entitled to receive a cash payment (or stock in the event of an IPO) for their share of the value of the Qualifying Event. The plan expires and terminates at the earlier of either a change of control or on April 30, 2026.

Compensation costs are recognized for an award based on the award's fair value remeasured at each reporting date until the date of the settlement. Change in the fair value of a liability that occurs during the requisite service period is recognized as compensation cost over that period. Any difference between the amount for which a liability award is settled and its fair value at the settlement date is an adjustment of compensation costs in the period of settlement. As the grants under our incentive compensation plan are contingent on performance conditions being met, no compensation expense will be recognized until the performance condition becomes probable of being met. No compensation cost has been recognized related to these grants for any of the years ended December 31, 2021 or 2020.

Commitments and contingencies: Lia bilities for loss contingencies arising from claims, a ssessments, litigation, fines, and penalties and other sources are recorded when it is probable that a lia bility has been incurred and the amount of the assessment and/or remediation can be reasonably estimated. Legal fees related to loss contingencies are expensed as services are rendered.

Recently adopted accounting pronouncements:

In November 2019, the FASB issued ASU 2019-11, Codification Improvements to Topic 326, Financial Instruments – Credit Losses. ASU 2019-11 is an accounting pronouncement that amends ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. This update introduced an 'expected credit loss' model for impairment of financial assets measured at amortized cost in replacement of the 'probable, incurred loss' model for such assets. This includes clarifications for treatments regarding recoveries of

financial assets with credit deterioration, troubled debt restructurings, and financial assets secured by collateral maintenance provisions. This update is effective for public entities that have adopted ASU 2016-13 for fiscal years beginning a fter December 15,2019. For all other entities, it is effective for fiscal years beginning a fter December 15,2022. Early a doption is permitted, and the method of a doption is a modified retrospective approach, except for other-than temporary impairments on debt securities which is to receive a prospective transition approach. The adoption of this update as of January 1,2020 did not materially impact the Company's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40) - Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. This accounting guidance clarifies the accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. This guidance aligns the accounting for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the accounting for implementation costs incurred to develop or obtain internal-use software. The Company adopted the guidance on a prospective basis for all implementation costs incurred beginning January 1,2020. The adoption of the new guidance did not have a material impact on the Company's consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for *Income Taxes.* The ASU simplifies the accounting for income taxes by removing certain exceptions and improving the consistency of the application of the principles outlined in ASC Topic 740, *Income Taxes*. This update includes the removal of the exception to the incremental approach for intraperiod tax allocation when there is a loss from continuing operations with income from other items, the exception to the requirement to recognize a deferred tax liability for equity method investments of a foreign subsidiary, and the exception to calculating income taxes in an interim period when a year-to-date loss exceeds the anticipated loss for the year. Further, this update requires recognition of a franchise tax that is partially based on income as an income-based tax, evaluation when a step up in tax basis of goodwill should be considered part of the business combination rather than a separate transaction, and reflection of the effect of an enacted change in tax laws or rates in the annual effective tax rate computation in the interim period that includes the enactment date, as well as removes the requirement to allocate the consolidated a mount of current and deferred tax expense to a legal entity that is not subject to tax in its separate financial statements. This update is effective for public entities for fiscal years beginning after December 15, 2020. For all other entities, it is effective for fiscal years beginning a fter December 15, 2021. Early adoption is permitted, and all a mendments within this update must be adopted at the same time. The method of adoption allowed varies between retrospective approach, modified retrospective approach, and prospective approach based on the nature of each a mendment. The Company adopted this update as of January 1, 2021. The adoption did not have a material impact on the Company's Consolidated Financial Statements.

Recently issued accounting pronouncements not yet adopted:

On March 12, 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. The ASU provides, for a limited period of time, alternatives to using the London Interbank Offered Rate (LIBOR), during which entities are allowed to use rates that are more observable or transaction based. This update provides exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met, but only applies to such transactions that reference LIBOR. The ASU is in effect for a limited time through December 31, 2022, to help stakeholders during the global market-wide reference rate transition period. The Company will not be electing to adopt this update since it has multiple rates available for the calculation of interest on its debt and other financial instruments, and therefore is not reliant on LIBOR. As such, this update has no impact on the Company's consolidated financial statements.

On November 11, 2021, the FASB issued ASU 2021-09, Leases (Topic 842): Discount Rate for Lessees That Are Not Public Business Entities. Topic 842 currently provides lessees that are not public business entities with a practical expedient that allows them to elect, as an accounting policy, to use a risk-free rate as the discount rate for all leases. The amendments in this Update allow those lessees to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. An entity that makes the risk-free rate election is required to

disclose which asset classes it has elected to apply a risk-free rate. The amendments require that when the rate implicit in the lease is readily determinable for any individual lease, the lessee uses that rate (rather than a risk-free rate or an incremental borrowing rate), regardless of whether it has made the risk-free rate election. The Company will not be electing to adopt this update since the Company makes the risk-free rate election at the entity-wide level, therefore does not make the risk-free rate election by class of underlying assets. As such, this update has no impact on the Company's consolidated financial statements.

Note 2. Certain Balance Sheet Components

Accounts and Other Receivables, Net

Trade accounts receivable are recorded at the invoice amount and do not bear interest. Income tax receivable as of December 31, 2021 and 2020 include receivables related to income tax payments in excess of the Company's current income tax obligations. Also included in other receivables are the current portion of the Company's notes receivable.

Accounts and other receivables, net consisted of the following at December 31:

| (\$ in thousands) | | 2020 | | |
|-------------------------------------|----|---------|----|---------|
| Trade accounts receivable | \$ | 45,124 | \$ | 45,765 |
| Current portion of notes receivable | | 130 | | 130 |
| Income tax receivable | | 582 | | 358 |
| | | 45,836 | | 46,253 |
| Less: Allowance for credit losses | | (2,449) | | (2,429) |
| | \$ | 43,387 | \$ | 43,824 |

Property and Equipment, Net

Property and equipment, net, consisted of the following at December 31:

| (\$ in thousands) | 2021 | | | 2020 | | |
|--------------------------------|------|-----------|----|-----------|--|--|
| Media kiosks and tablets | \$ | 193,020 | \$ | 144,721 | | |
| Telecommunications equipment | | 75,164 | | 64,585 | | |
| Office furniture and equipment | | 44,466 | | 41,612 | | |
| Construction in progress | | 28,112 | | 32,086 | | |
| Video connection equipment | | 42,559 | | 30,565 | | |
| Electronic tracking devices | | 30,451 | | 24,397 | | |
| Leaseholdimprovements | | 12,590 | | 14,724 | | |
| Property and equipment | | 426,362 | | 352,690 | | |
| Less: Accumulated depreciation | | (200,982) | | (143,375) | | |
| Property and equipment, net | \$ | 225,380 | \$ | 209,315 | | |

Depreciation expense for the years ended December 31, 2021 and 2020 was approximately \$81.6 and \$62.2 million, respectively. Property and equipment acquired through finance leases (see Note 7) equaled \$31.9 million (\$11.2 million, net of accumulated depreciation of \$20.7 million) as of December 31, 2021 and \$30.8 million (\$19.0 million, net of accumulated depreciation of \$11.8 million) as of December 31, 2020.

Intangible and Other Assets, Net

Intangible and other assets, net, consisted of the following at December 31 (in thousands):

| | December 31, 2021 | | | | | | |
|--|-------------------|---------------------------|-------|---------------------|----|-------------------|------------------------------------|
| - - | C | Gross arrying Value | | nulated tization | | Carrying Value | Weighted Average Life (Year) |
| Intangible Assets: | | 4000= | | | | | |
| Indefinite-lived tradenames | \$ | 108,070 | \$ | - | \$ | 108,070 | |
| Patents and trademarks | | 4,372 | | (1,937) | | 2,435 | 12.6 |
| Capitalized software development costs | | 115,177 | (| 48,719) | | 66,458 | 4.7 |
| Acquired technology rights | | 172,072 | (1 | 01,756) | | 70,316 | 9.4 |
| Acquired contract rights | | 510,895 | (| 90,513) | | 420,382 | 19.6 |
| Total intangible assets | \$ | 910,586 | \$ (2 | 242,925) | \$ | 667,661 | |
| Other assets: | | | | | | | |
| Costs to obtain customer contracts | | | | | \$ | 5,649 | |
| Costs to fulfill customer contracts | | | | | | 19,485 | |
| Deposits and other long-term assets | | | | | | 15,888 | |
| Total other assets | | | | | \$ | 41,022 | |
| Intangible and other assets, net | | | | | \$ | 708,683 | |

| | December 31,2020 | | | | | | |
|--|------------------|--|-----|---|-----|---|------------------------------------|
| | C | Gross Carrying Value | | cumulated nortization | Net | Carrying Value | Weighted Average Life (Year) |
| Intangible Assets: Indefinite-lived tradenames Patents and trademarks Capitalized software development costs Acquired technology rights Acquired contract rights | \$ | 108,130 4,797 93,301 172,872 495,415 | \$ | (1,303) (31,840) (79,712) (64,189) | \$ | 108,130 3,494 61,461 93,160 431,226 | 13.2 4.6 9.4 20.0 |
| Other assets: Costs to obtain customer contracts Costs to fulfill customer contracts Deposits and other long-term assets Total other assets | \$ | 874,515 | \$_ | (177,044) | \$ | \$ 4,488 14,297 7,028 25,813 | |
| Intangible and other assets, net | | | | | \$ | 723,284 | |

During the year ended December 31, 2021, the Company purchased approximately \$15.5 million in a cquired contract rights related to an acquisition accounted for as an asset a cquisition. Additionally, in 2021 the Company determined it would sunset its remaining Public Sa fety software products and, as a result, all associated a cquired technology and internally developed software costs were written off. An impairment loss of approximately \$5.8 million was recorded in Depreciation, a mortization and impairment expense in the Consolidated Statement of Operations.

During the year ended December 31, 2020, the Company wrote off its equity investment upon the conclusion that it no longer had value. As a result, an impairment loss of \$0.6 million was recorded with earnings and losses from equity investment in Interest and other expenses, net in the Consolidated Statement of Operations.

Amortization of intangible assets for the years ended December 31,2021 and 2020 was approximately \$73.2 million and \$64.7 million, respectively. Estimated amortization expense related to intangible assets for each of the next five years through December 31,2026 and thereafter is summarized as follows:

| | (\$ in thousands) |
|-------------|-------------------|
| 2022 | \$ 71,257 |
| 2023 | 64,048 |
| 2024 | 55,940 |
| 2025 | 47,949 |
| 2026 | 42,728 |
| Therea fter | 277,669 |
| | \$ 559,591 |

Accrued Liabilities

Accrued liabilities consisted of the following at December 31:

| (\$ in thousands) | 2021 | | 2020 | |
|---|-----------|--------|------|--------|
| Accrued expenses | \$ 46,931 | | \$ | 40,681 |
| Accrued compensation | | 12,468 | | 14,216 |
| Amounts due to correctional facilities | | 11,734 | | 16,317 |
| Accrued taxes | | 6,100 | | 5,413 |
| Short-term portion of financing obligations, including leases | | 11,507 | | 10,535 |
| Accrued interest and other | | 4,722 | | 4,562 |
| Total accrued lia bilities | \$ | 93,462 | \$ | 91,724 |

Note 3. Debt

Debt consisted of the following at December 31:

| (\$ in thousands) | 2021 | | 2021 | | 2021 | | | 2020 |
|---|-----------|-----------|-----------|-----------|------|--|--|------|
| Revolving credit facility due August 2024 | \$ | 93,000 | \$ | 60,000 | | | | |
| Secured first lien term loans due November 2024 | 1,044,515 | | 1,055,395 | | | | | |
| Secured second lien loans due November 2025 | 282,500 | | 282,500 | | | | | |
| | • | 1,420,015 | | 1,397,895 | | | | |
| Less: unamortized deferred financing costs | | (3,214) | | (3,953) | | | | |
| Less: unamortized discount | (22,551) | | (27,0 | | | | | |
| | | 1,394,250 | | 1,366,926 | | | | |
| Less: current portion of long-term debt | | (10,880) | | (10,880) | | | | |
| Long-term debt | \$ | 1,383,370 | \$ | 1,356,046 | | | | |

The following table presents the aggregate principal payments in future years on debt at December 31, 2021:

| | (\$ in thousands) |
|------|-------------------|
| 2022 | \$ 10,880 |
| 2023 | 10,880 |
| 2024 | 1,115,755 |
| 2025 | 282,500 |
| | \$ 1,420,015 |

The Company is party to a first and second lien credit a greement (collectively, the Secured Lien Credit Agreements), which provide for secured credit facilities and consist of the following as of December 31, 2021:

- A \$1.1 billion first lien term loan including a \$150.0 million revolving credit facility, which provides for a \$50.0 million sublimit for the issuance of letters of credit. The maturity date of the first lien term loan and of the revolving credit facility is November 1, 2024 and August 3, 2024, respectively.
- A \$282.5 million second lien term loan with a maturity date of November 1, 2025.

The first lien term loan requires equal quarterly repayments equal to 0.25% of the original principal amount, and bears interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Margin of 3.5%, or (b) the LIBO Rate plus the Applicable Margin of 4.5%. Advances under the revolving credit facility bear interest at an annual rate of the Base Rate plus Applicable Margin of 2.5%, or the LIBO Rate plus Applicable Margin of 3.5%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Secured Lien Credit Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank New York, in effect on such day, and (c) the LIBO Rate for an interest period of one month, plus 1.00%. The LIBO Rate must be at least 1.00% for the first lien term loan and 0.00% for the revolving credit facility. The letter of credit fees of 3.50% plus a fronting fee of 0.125% per annum are payable on a quarterly basis with respect to outstanding letters of credit, and the unused amount of the revolving credit facility is subject to commitment fees of 0.375% per annum. The effective interest rate on the first lien term loan was 6.1% and 6.2% at December 31, 2021 and 2020, respectively, payable quarterly in arrears.

The first lien term loan allows for voluntary prepayments at any time (subject to certain requirement and limitations for voluntary prepayments of first lien term loans) and requires mandatory prepayments of first lien term loans upon the occurrence of certain events, including certain sales of assets and receipt of certain insurance proceeds, subject to reinvestment rights, and the issuance of debt (other than debt permitted to be incurred under the credit a greement).

The first lien term loan requires mandatory prepayments equal to the product of the excess cash flow (as defined in the Secured Lien Credit Agreements) of the Company and the applicable prepayment percentages (calculated as of the last day of the fiscal year), less voluntary repayments of the loans as set forth in the following table:

| Consolidated First Lien Net Leverage Ratio (as defined in the Secured Lien Credit Agreements) | prepayment percentage |
|---|-----------------------|
| > 4.20:1.00 | 50% |
| \leq 4.20:1.00 and \geq 3.70:1.00 | 25% |
| < 3.70:1.00 | 0% |

Annligable

The Company did not have a mandatory prepayment of excess cash flow for the years ended December 31, 2021 and 2020.

The first lien credit agreement contains a springing financial covenant for the benefit of only the lenders under the revolving credit facility, which covenant requires that the Consolidated First Lien Net Leverage Ratio cannot be greater than 7.00:1.00 only if usage of the revolver exceeds 35% of the amount of the revolving credit facility commitment (excluding letters of credit) on any quarterly test date. The Company was in compliance with this covenant at December 31.2021.

The Company draws from the revolving credit facility to cover normal business cash requirements. As of December 31,2021, the Company had \$93.0 million outstanding on the revolving credit facility, no letters of credit outstanding, and \$57.0 million of borrowing a vailability under the revolving credit facility, which includes \$50.0 million of unused letter of credit a vailability. In December 2021, the Company amended the First Lien Credit Agreement, dated as of November 1, 2017 to extend the maturity of the revolving credit facility to August 3, 2024.

The full principal balance of the second lien term loan is due in full on its maturity date, and bears interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Margin of 7.25%, or (b) the LIBO Rate plus the Applicable Margin of 8.25%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Secured Lien Credit Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank New York, in effect on such day, and (c) the LIBO Rate for an interest period of one month, plus 1.00%. The LIBO Rate must be at least 1.00%. The effective interest rate at December 31, 2021 and 2020 was 9.9% and 10.0%, respectively, payable quarterly in a rrears. The Secured Lien Credit Agreements allow for voluntary prepayments of the second lien term loan, and, subject to application to the first lien loans, requires the same Accelerated Payment of the second lien term loan as the Secured Lien Credit Agreements require of the first lien term loan.

All of the Company's material domestic subsidiaries, subject to certain exceptions, are jointly and severally liable for the secured revolving credit facility, first lien term loans and second lien term loans under the Secured Lien Credit Agreements.

The Secured Lien Credit Agreements contain operating covenants that limit the Company's a bility to incur additional indebtedness, make certain payments including dividends to stockholders, divest company assets, make investments, a equisitions and loans, permit liens on their assets, merge, dissolve or engage in other fundamental changes, change the nature of its business and enter into transactions with a ffiliates, in each case, subject to customary limitations, cure rights and exceptions. In the event that the Company fails to comply with these covenants and restrictions, the Company may be in default, at which time payment of the long-term debt and unpaid interest may be a ccelerated by the Company's lenders and become immediately due and payable. As of December 31,2021, the Company was in compliance with all covenants of the Secured Lien Credit Agreements.

The Secured Lien Credit Agreements provide an incremental basket to incur additional secured loans, a long with related debt baskets which permit the incurrence of junior and unsecured loans and the issuance of notes, in an a ggregate amount which is the greater of (I)(x) \$190.0 million and (y) the last four quarters of consolidated EBITDA minus amounts previously used under this clause (I), plus (II) an unlimited amount so long as (x) in the case of the incurrence of additional pari passu loans, the Consolidated First Lien Net Leverage Ratio, determined on a proforma basis, does not exceed 4.70 to 1.00, and in the case of the incurrence of additional junior lien loans, so long as the Consolidated Senior Secured Net Leverage Ratio (as defined in the Secured Lien Credit Agreements) determined on a proforma basis is no more than 6.10:1.00 or (y) the Fixed Charge Coverage Ratio (as defined in the Secured Lien Credit Agreements), determined on a proforma basis, is not less than the Fixed Charge Coverage Ratio for the most recently ended quarter (less the amount of any previously issued incremental loans and notes a llocated to this basket).

The Company recorded interest expense, including amortization of deferred financing costs and discounts, of \$93.7 million and \$97.5 million for the years ended December 31, 2021 and 2020, respectively.

Note 4. Revenue

Disaggregation of revenue

The following table presents the Company's revenues disaggregated by major revenue stream:

| | Year Ended December 31, | | | | | |
|--|-----------------------------|------|---------|--|--|--|
| (\$ in thousands) | 2021 | 2020 | | | | |
| Telecommunication services | \$ \$ 282,874 | | 265,058 | | | |
| Media and other communication services | 206,724 | | 145,545 | | | |
| Payment services | 139,030 | | 142,837 | | | |
| Monitoring services | 37,753 | | 34,049 | | | |
| Totalrevenue | \$ 666,381 | \$ | 587,489 | | | |

The Company's Communications and Media operating segment is comprised of two major revenue streams: Telecommunication services and Media and other communication services.

Contract Balances

Differences in timing between revenue recognition and cash collection result in contract assets and contract lia bilities. The Company classifies these assets as accounts and other receivables, net; the lia bilities are classified as deferred revenue and customer advances.

The following table presents the total deferred revenue and customer a dvances by segment at December 31:

| (\$ in thousands) | 2021 | 2020 | | |
|---|--------------|------|--------|--|
| Communication and media | \$ 48,202 | \$ | 41,943 | |
| Payment services | - | | - | |
| Monitoring services | 481 | | 864 | |
| Total deferred revenue and customer a dvances | \$ 48,683 | \$ | 42,807 | |

Deferred revenue on the Consolidated Balance Sheets consists of payments and billings in a dvance of our performance. Deferred revenue was \$23.2 million and \$19.9 million at December 31, 2021 and 2020, respectively. Customer a dvances were \$25.5 million and \$22.9 million at December 31, 2021 and 2020, respectively. The Company recognized \$39.2 million and \$32.8 million in revenue that was previously included in the beginning balance of deferred revenue and customer a dvances during the years ended December 31, 2021 and 2020, respectively. The Company anticipates that it will recognize in revenue approximately 92% of deferred revenue and customer advances within the next 12 months. Refunds on customer a dvances have historically not been material.

Note 5. Income Taxes

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. There were several income tax provisions and other non-tax matters incorporated into law as a result of the enactment of the CARES Act. The Company applied certain articles of the CARES Act in the income tax benefit, including the increased interest deduction allowed for up to 50 percent of adjusted taxable income for tax years 2019 and 2020. For the year ended December 31, 2020, the Company deducted an additional \$44.2 million in interest expense in the federal income tax returns as a result of the increased adjusted taxable income limitation. In a addition, the Company elected to delay the employer portion of the 2020 Federal Insurance Contributions Act (FICA) payments until 2021 and 2022 as provided under the CARES Act.

U.S. and foreign income tax expense (benefit) was as follows:

| | Year Ended I | Year Ended December 31, | | | | |
|----------------------------------|--------------|-------------------------|--|--|--|--|
| (\$ in thousands) | 2021 | 2020 | | | | |
| Current: | | | | | | |
| U.S. Federal | \$ - | \$ (340) | | | | |
| U.S. State | 1,466 | 1,487 | | | | |
| Foreign | <u></u> _ | 7 | | | | |
| Totalcurrent | 1,466 | 1,154 | | | | |
| Deferred: | | | | | | |
| U.S. Federal | (3,645) | (4,433) | | | | |
| U.S. State | (2,114) | 1,114 | | | | |
| Foreign | (558) | (217) | | | | |
| Totaldeferred | (6,317) | (3,536) | | | | |
| Totalincometax expense (benefit) | \$ (4,851) | \$ (2,382) | | | | |

Income taxes differed from the expected statutory income tax expense (benefit), by applying the U.S. federal income tax rate of 21% to pre-tax earnings/(loss) from continuing operations due to the following:

| | Year Ended D | ecember 31, | |
|---------------------------------------|--------------|-------------|--|
| (\$ in thousands) | 2021 | 2020 | |
| Expected statutory income tax benefit | \$ (3,867) | \$ (3,916) | |
| State taxes, net of federal benefit | (287) | 1,746 | |
| Rate changes | (766) | 499 | |
| Transaction expenses | (927) | (867) | |
| Amounts not deductible for income tax | 533 | 168 | |
| Other | 463 | (12) | |
| Total income tax benefit | \$ (4,851) | \$ (2,382) | |

The rate changes in the above table were state tax benefits from revaluing deferred tax lia bilities due to changes in the deferred state tax rate.

Following are the tax effects of temporary differences that give rise to significant portions of the deferred income tax assets and deferred income tax lia bilities as of December 31:

| (\$ in thousands) | 2021 | 2020 |
|---|--------------|--------------|
| Deferred incometax assets: | | |
| Allowance for credit losses | \$ 611 | \$ 609 |
| Accrued expenses | 3,966 | 5,551 |
| Deferred revenue | 10,242 | 8,727 |
| Net operating loss and tax credit carry forwards | 37,723 | 36,036 |
| Interest expense carry forward | 29,687 | 24,012 |
| Operating lease liabilities | 9,894 | 9,089 |
| Transaction expenses | 1,575 | 1,442 |
| Other | 950 | |
| Gross deferred income tax assets | 94,648 | 85,466 |
| Deferred incometax liabilities | | |
| Property and equipment principally due to differences in depreciation | (32,789) | (28,244) |
| Lease right-of-use assets | (9,305) | (8,287) |
| Intangible assets due to difference in book/tax basis | (130,362) | (141,023) |
| Goodwill | (25,338) | (19,086) |
| Other | (1,880) | (169) |
| Gross deferred income tax lia bilities | (199,674) | (196,809) |
| Total deferred income tax lia bilities, net | \$ (105,026) | \$ (111,343) |

At December 31, 2021, the Company had U.S. federal net operating loss carry forwards for tax purposes aggregating to approximately \$166.4 million, \$122.5 million of which, if not utilized to reduce taxable income in future periods, will expire from 2026 through 2037. The remaining \$43.9 million in net operating loss carryforwards have an indefinite carry forward period. Approximately \$83.8 million of these net operating loss carryforwards are subject to certain rules under Internal Revenue Code (IRC) Section 382. The Company believes these IRC Section 382 limitations will not ultimately a ffect its a bility to use substantially all of the net operating loss carryforwards for income tax purposes. The federal net operating loss carryforwards in the income tax returns filed included unrecognized tax benefits taken in prior years. The net operating losses for which a deferred tax asset is recognized for financial statement purposes are presented net of these unrecognized tax benefits. The Company had approximately \$123.3 million of 163(j) interest expense incurred in 2018 and forward that was not deductible for Federal income tax purposes but can be carried forward indefinitely.

In accordance with ASC Topic 740, *Income Taxes*, deferred tax a ssets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax a ssets will not be realized. The realization of deferred tax a ssets can be affected by, among other things, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the length of statutory carry forward periods, the Company's experience with utilizing operating losses and tax credit carry forwards by jurisdiction, and tax planning alternatives and strategies that may be available. The Company has not offset any of the net deferred tax assets, including net operating loss carry forwards, with a valuation allowance for the tax periods ended December 31, 2021 and 2020, respectively.

As of December 31, 2021 and 2020 the Company had gross unrecognized tax benefits of \$2.0 million. The gross unrecognized tax benefits balance has not had any activity (increases or decreases) over the two-year period. The Company does not believe it is reasonably possible that the total amount of unrecognized tax benefits will materially

change in the next twelve months. The majority of the unrecognized tax benefits at December 31, 2021, if recognized, would affect the effective tax rate.

During the second quarter of 2020, an entity under common control with the Company purchased certain of the Company's outstanding debt at a discount. As a result of this transaction, the Company recognized the incometax effects of the transaction within equity in the amount of \$5.7 million.

The Company or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, Canada, and various states. As of December 31,2021, the Company has open tax years for the U.S. federal return from 2007 forward with respect to its net operating loss carry forwards, where the IRS may not raise tax for these years but can reduce net operating loss carry forwards. Otherwise, with few exceptions, the Company is no longer subject to federal, state, or local income tax examinations for years prior to 2017.

Note 6. Related Party Transactions

Under the Corporate Advisory Services Agreement (the "CASA") between SCRS Acquisition Corporation, the parent of the Company, and Platinum Equity Advisors, LLC, the advisor to certain investment vehicles that indirectly own the Company, the Company recorded \$10.9 million and \$10.2 million in charges arising from the CASA during the years ended December 31,2021 and 2020, which were all charged to Selling, general, and administrative expenses.

Note 7. Leases

The Company recognizes right-of-use a ssets for both operating and finance leases, and operating lease lia bilities that represent value of its obligation to make payments over the lease term. The present value of payments for operating leases is calculated using the Company's incremental borrowing rate at lease commencement. The present value of the Company's finance lease payments is calculated using the rate implicit in each finance lease agreement. The Company has obtained approximately \$9.5 million and \$1.7 million of operating right-of-use assets and of finance leases, respectively, in exchange for new lease lia bilities during the year ended December 31, 2021, and approximately \$0.4 million and \$16.1 million of operating right-of-use assets and of finance leases, respectively, in exchange for new lease lia bilities during the year ended December 31, 2020. The Company's lease a greements do not contain any material residual value guarantees or material restrictive covenants. The Company does not have material short-term leases and has not historically engaged in any material subleasing activities.

For arrangements where the Company is the lessor, such as media tablets, monitoring devices and corresponding services, the Company determines non lease components are predominant, and a coordingly is a counting for the single components as managed service contracts under ASC Topic 606, Revenue from Contracts with Customers.

The Company determines if an arrangement is a lease at inception. The Company utilizes both operating and finance lease a greements to obtain right-of-use assets for its operations. As of December 31,2021, the Company's leases have remaining lease terms of 1 to 9 years. The majority of the Company's operating lease a greements are for real estate used in operations, but also include company's vehicles and office equipment. The lease term includes periods covered by renewal options when it is reasonably certain the Company will exercise such options as well as periods subsequent to an option to terminate the lease if it is reasonably certain the Company will not exercise the termination option. The Company accounts for fixed escalating rents on a straight-line basis over the life of the lease. Finance lease a rrangements are primarily for office furniture, select telecommunications equipment, and media kiosks and tablets. The current and non-current portions of these finance lease obligations are included in Accrued lia bilities and in Other long-term lia bilities on the Consolidated Balance Sheet, respectively. Of total future payments for finance lease agreements in effect at December 31, 2021 and 2020, \$1.0 million and \$2.1 million is comprised of interest, respectively. In identifying the future minimum lease payments, the Company does not include variable costs, such as those for maintenance or utilities.

The components of lease expense were as follows:

| | Year Ended December 31, | | | | |
|-------------------------------------|-------------------------|----|--------|--|--|
| (\$ in thousands) | 2021 | | 2020 | | |
| Lease expense: | | | | | |
| Operating lease cost | \$ 8,486 | \$ | 9,385 | | |
| Finance lease cost | | | | | |
| Amortization of right-of-use assets | 9,292 | | 4,586 | | |
| Interest on lease lia bilities | 1,907 | | 1,423 | | |
| Total finance lease cost | 11,199 | | 6,009 | | |
| Variable cost | 1,543 | | 1,563 | | |
| Totallease cost | \$ 21,228 | \$ | 16,957 | | |

As of December 31, right-of-use lease a ssets and lease liabilities for the Company's leases were recorded in the consolidated balance sheet as follows:

| (\$ in thousands) | Financial Statement Classification | 2021 | 2020 |
|---------------------------------|--|--------------|--------------|
| Assets: | | | |
| Operating lease assets | Operating lease right-of-use assets, net | \$ 38,120 | \$ 34,057 |
| Finance lease assets | Property and equipment, net | 11,235 | 19,019 |
| | | \$ 49,355 | \$ 53,076 |
| Current lia bilities: | | | |
| Operating lease lia bilities | Operating lease liabilities | \$ 6,668 | \$ 6,494 |
| Finance lease liabilities | Accrued liabilities | 7,424 | 6,477 |
| | | \$ 14,092 | \$ 12,971 |
| Non-current lia bilities: | | | |
| Operating lease lia bilities | Operating lease liabilities, long-term | \$ 33,309 | \$ 30,224 |
| Finance lease liabilities | Other long-term lia bilities | 4,837 | 11,258 |
| | | \$ 38,146 | \$ 41,482 |

Supplemental information related to leases was as follows:

| | Year Ended December 31, | | | | |
|---|-------------------------|-------|----|--------|--|
| | | 2021 | | 2020 | |
| Supplemental cash flow information (\$ in thousands): Cash paid for liabilities included in the measurement of lease liabilities: | | | | | |
| Operating cash flows from operating leases | \$ | 9,724 | \$ | 10,062 | |
| Operating cash flows from financing leases | | 1,352 | | 707 | |
| Financing cash flows from financing leases | | 1,155 | | 3,281 | |
| Right-of-use assets obtained in exchange for lease liabilities: | | | | | |
| Operating leases | \$ | 9,483 | \$ | 433 | |
| Finance leases | | 1,650 | | 16,100 | |
| Weighted average remaining lease term (years): | | | | | |
| Operating leases | | 6.2 | | 6.7 | |
| Finance leases | | 1.7 | | 2.6 | |
| Weighted average discount rate: | | | | | |
| Operating leases | | 7.2% | | 7.0% | |
| Finance leases | | 8.5% | | 8.6% | |

Future minimum maturities of lease obligations as of December 31, 2021 are as follows:

| (\$ in thousands) | Operating Leases | | Finance Leases | | Total | |
|------------------------------------|-------------------------|---------|----------------|--------|-------|----------|
| 2022 | \$ | 9,330 | \$ | 8,433 | \$ | 17,763 |
| 2023 | | 8,191 | | 4,726 | | 12,917 |
| 2024 | | 7,496 | | 51 | | 7,547 |
| 2025 | | 6,499 | | - | | 6,499 |
| 2026 | | 6,468 | | - | | 6,468 |
| Thereafter | | 11,660 | | - | | 11,660 |
| Total lease payments | | 49,644 | | 13,210 | | 62,854 |
| Less: Imputed interest | | (9,667) | | (950) | | (10,617) |
| Present value of lease liabilities | \$ | 39,977 | \$ | 12,260 | \$ | 52,237 |

The Company did not enter into any leases that have not yet commenced as of December 31, 2021.

During the year ended December 31, 2021, the Company entered into a third-party agreement under which it financed its installation service of the telecommunication equipment in the amount of \$1.2 million. This did not

qualify as a lease agreement based on the subsequent timing of when the Company entered into the agreement compared to its completion of the telecommunication equipment installation.

During the year ended December 31, 2020, the Company entered into a third-party agreement under which it financed its purchase of \$2.2 million of software licensing and \$1.1 million of video connection equipment. The software license did not qualify as a lease a greement given the nature of the asset a cquired, while the video connection equipment did not qualify as a lease a greement based on the subsequent timing of when the Company entered into the agreement compared to its receipt of the equipment. As a result, the short-term and long-term portions of the lia bilities in relation to both a greements are recorded in Accrued lia bilities and Other long-term lia bilities on the Consolidated Balance Sheet, respectively.

During the year ended December 31, 2020, the Company wrote off its right-of-use asset for one of its office building operating leases a fter determining that the likelihood of subletting the space was remote, for which an impairment loss of \$2.0 million was recorded in Depreciation, a mortization, and impairment expense in the Consolidated Statement of Operations.

Note 8. Commitments and Contingencies

Minimum guaranteed payments: The Company is required to make the following minimum commission payments to certain of its correctional facility customers and government agencies regardless of the level of revenues generated by the Company on those contracts, as follows:

| | (\$ in thousands) | |
|----------------------------------|-------------------|--------|
| 2022 | \$ | 22,596 |
| 2023 | | 23,635 |
| 2024 | | 19,415 |
| 2025 | | 15,201 |
| 2026 | | 11,109 |
| Therea fter | | 7,584 |
| Total minimum commission payment | \$ | 99,540 |

Employment agreements: As of December 31, 2021 and December 31, 2020, the Company had employment a greements with certain key management personnel, which provided for minimum compensation levels and incentive bonuses a long with provisions for termination of benefits in certain circumstances and for certain severance payments in the event of a change in control.

Litigation and regulatory matters: The Company has been, and expects to continue to be, subject to various legal and a dministrative proceedings or claims in the normal course of business. Various claims have been settled that were not material to its financial condition and results of operations. Additionally, the Company believes the ultimate disposition of open matters will not have a material effect on its financial condition, liquidity, or results of operations.

Note 9. Subsequent Events

Management evaluated the disclosure of any material subsequent events through March 12, 2022, which was the date the financial statements were available to be issued. As of March 12, 2022, there were no subsequent events that required recognition or disclosure.

Attachment No. 5

Current Sample Commission Report

Securus Technologies, LLC.

COM-001 Call Commission Report - December, 2023

RUN DATE: 1/18/2024 6:56:50 PM

Process Date: 1/24/2024 7:20:28 AM

Site: FORT BEND COUNTY CORRECTIONAL FACILITY - TX

Contract ID: I-002541

Site ID: 05252

Securus Debit

| Orig. ANI | Local Revenue | Local Mins. | Local Calls | Intralata Revenue | Intra lata Mins. | Intra- lata Calls | Interlata Revenue | Inter lata Mins. | Inter- lata Calls | Interstate Revenue | Inter state Mins. | Inter- state Calls | Intralata/ Interstate Revenue | Intralata/ Interstate Mins. | Intralata/ Interstate Calls | Inter- national Revenue | Inter- national Mins. | Inter- national Calls | Total Revenue | Total Mins. | Total Calls | Commission |
|------------|------------------|----------------|----------------|----------------------|------------------------|-------------------------|----------------------|---------------------|-------------------------|-----------------------|-------------------------|--------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-------------------------------|-----------------------------|-----------------------------|------------------|----------------|----------------|-------------|
| 8324718037 | \$7,963.84 | 49774 | 6900 | \$43,084.48 | 269278 | 35109 | \$4,841.12 | 30257 | 3764 | \$5,944.96 | 37156 | 4746 | \$0.00 | 0 | 0 | \$897.63 | 3272 | 659 | \$62,732.03 | 389737 | 51178 | \$50,185.63 |
| Total: | \$7,963.84 | 49774 | 6900 | \$43,084.48 | 269278 | 35109 | \$4,841.12 | 30257 | 3764 | \$5,944.96 | 37156 | 4746 | \$0.00 | 0 | 0 | \$897.63 | 3272 | 659 | \$62,732.03 | 389737 | 51178 | \$50,185.63 |

Prepaid Collect

| Orig. ANI | Local Revenue | Local Mins. | Local Calls | Intralata Revenue | Intra lata Mins. | Intra- lata Calls | Interlata Revenue | Inter lata Mins. | Inter- lata Calls | Interstate Revenue | Inter state Mins. | Inter- state Calls | Intralata/ Interstate Revenue | Intralata/ Interstate Mins. | Intralata/ Interstate Calls | Inter- national Revenue | Inter- national Mins. | Inter- national Calls | Total Revenue | Total Mins. | Total Calls | Commission |
|------------|------------------|----------------|----------------|----------------------|------------------------|-------------------------|----------------------|---------------------|-------------------------|-----------------------|-------------------------|--------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-------------------------------|-----------------------------|-----------------------------|------------------|----------------|----------------|-------------|
| 8324718037 | \$2,140.80 | 10704 | 1341 | \$18,850.00 | 94250 | 9787 | \$1,440.00 | 7200 | 773 | \$4,908.40 | 24542 | 2340 | \$0.00 | 0 | 0 | \$0.00 | 0 | 0 | \$27,339.20 | 136696 | 14241 | \$21,871.36 |
| Total: | \$2,140.80 | 10704 | 1341 | \$18,850.00 | 94250 | 9787 | \$1,440.00 | 7200 | 773 | \$4,908.40 | 24542 | 2340 | \$0.00 | 0 | 0 | \$0.00 | 0 | 0 | \$27,339.20 | 136696 | 14241 | \$21,871.36 |

Direct Billed Collect

| Orig. ANI | Local Revenue | Local Mins. | Local Calls | Intralata Revenue | Intra Iata Mins. | Intra- lata Calls | Interlata Revenue | Inter lata Mins. | Inter- lata Calls | Interstate Revenue | Inter state Mins. | Inter- state Calls | Intralata/ Interstate Revenue | Intralata/ Interstate Mins. | Intralata/ Interstate Calls | Inter- national Revenue | Inter- national Mins. | Inter- national Calls | Total Revenue | Total Mins. | Total Calls | Commission |
|--------------|------------------|----------------|----------------|----------------------|------------------------|-------------------------|----------------------|---------------------|-------------------------|-----------------------|-------------------------|--------------------------|-------------------------------------|-----------------------------------|-----------------------------------|-------------------------------|-----------------------------|-----------------------------|------------------|----------------|----------------|-------------|
| 8324718037 | \$32.40 | 162 | 46 | \$5.80 | 29 | 10 | \$0.00 | 0 | 0 | \$0.40 | 2 | 1 | \$0.00 | 0 | 0 | \$0.00 | 0 | 0 | \$38.60 | 193 | 57 | \$30.88 |
| Total: | \$32.40 | 162 | 46 | \$5.80 | 29 | 10 | \$0.00 | 0 | 0 | \$0.40 | 2 | 1 | \$0.00 | 0 | 0 | \$0.00 | 0 | 0 | \$38.60 | 193 | 57 | \$30.88 |
| Grand Total: | \$10,137.04 | 60640 | 8287 | \$61,940.28 | 0 | 44906 | \$6,281.12 | 37457 | 4537 | \$10,853.76 | 61700 | 7087 | \$0.00 | 0 | 0 | \$897.63 | 3272 | 659 | \$90,109.83 | 526626 | 65476 | \$72,087.87 |

OTHER REVENUE

| Revenue Type | Orig. ANI | Items | Revenue | Commission |
|------------------------------|-----------|-------|---------|------------|
| | | | | |
| AIS VMail | | | \$0.00 | \$0.00 |
| Call Subscription | | 0 | \$0.00 | \$0.00 |
| Coin-operated Pay Telephones | | | \$0.00 | \$0.00 |
| GTL Dialaround | | 0 | \$0.00 | \$0.00 |
| Instant Pay - Pay Now | | 0 | | \$0.00 |

| Instant Pay - Text2Connect | 0 | | \$0.00 |
|------------------------------------|-------|------------|------------|
| Legacy Operator Assistant | 0 | \$0.00 | \$0.00 |
| Outbound Voicemail (Interstate) | 0 | \$0.00 | \$0.00 |
| Outbound Voicemail (NonInterstate) | 0 | \$0.00 | \$0.00 |
| Securus Text Connect | | \$0.00 | \$0.00 |
| SIM | 0 | | \$0.00 |
| Tablet - Accessories | | \$0.00 | \$0.00 |
| Tablets | 411 | \$2,055.00 | \$0.00 |
| Video Connect | 1,227 | \$7,362.00 | \$2,944.80 |
| Video Connect Subscription | 0 | \$0.00 | \$0.00 |
| VMail | 0 | \$0.00 | \$0.00 |

Total: \$9,417.00 \$2,944.80

MEDIA REVENUE

| Rev Type | Orig. ANI | Items | Revenue | Commission |
|-----------------------------------|-----------|-------|------------|------------|
| | | | | |
| Media - Music | | 2030 | \$4,407.02 | \$1,762.81 |
| Media - Games | | 148 | \$685.60 | \$274.24 |
| Media - Games - CDF | | 148 | \$146.52 | \$58.61 |
| Media - Movies | | 1532 | \$5,070.68 | \$2,028.27 |
| Media - Movies - CDF | | 1532 | \$3,064.00 | \$1,225.60 |
| Media - Newsstand | | 17 | \$84.83 | \$33.93 |
| Media - Newsstand - CDF | | 17 | \$17.00 | \$6.80 |
| Media - TV Shows | | 1544 | \$2,141.13 | \$856.45 |
| Media - TV Shows - CDF | | 1544 | \$756.56 | \$302.62 |
| Media - Game Subscriptions | | 9 | \$26.91 | \$10.76 |
| Media - Game Subscriptions - CDF | | 9 | \$5.40 | \$2.16 |
| Media - Music Subscriptions | | 4 | \$42.96 | \$17.18 |
| Media - Music Subscriptions - CDF | | 4 | \$12.00 | \$4.80 |

Total: \$16,460.61 \$6,584.24

| eMESSAGING | Stamps Used | Purchase Price of Stamp | Revenue | Commission |
|------------|-------------|-------------------------------|------------|------------|
| | 13140 | \$0.50 | \$6,567.00 | \$1,313.40 |

Total: 13,140 \$6,567.00 \$1,313.40

COM-001 - SEC_CST_STRAT_CONSOL_GROUPED 2 of 4

Total Revenue: \$122,554.44

Calculated Commission: \$82,930.31

TRAFFIC BREAKDOWN

| Call Type | Revenue | Minutes | Calls | Commission |
|-----------------------|-------------|---------|--------|-------------|
| Direct Billed Collect | \$38.60 | 193 | 57 | \$30.88 |
| Interlata | \$0.00 | 0 | 0 | \$0.00 |
| International | \$0.00 | 0 | 0 | \$0.00 |
| Interstate | \$0.40 | 2 | 1 | \$0.32 |
| Intralata | \$5.80 | 29 | 10 | \$4.64 |
| Intralata/Interstate | \$0.00 | 0 | 0 | \$0.00 |
| Local | \$32.40 | 162 | 46 | \$25.92 |
| Prepaid Collect | \$27,339.20 | 136,696 | 14,241 | \$21,871.36 |
| Interlata | \$1,440.00 | 7,200 | 773 | \$1,152.00 |
| International | \$0.00 | 0 | 0 | \$0.00 |
| Interstate | \$4,908.40 | 24,542 | 2,340 | \$3,926.72 |
| Intralata | \$18,850.00 | 94,250 | 9,787 | \$15,080.00 |
| Intralata/Interstate | \$0.00 | 0 | 0 | \$0.00 |
| Local | \$2,140.80 | 10,704 | 1,341 | \$1,712.64 |
| Securus Debit | \$62,732.03 | 389,737 | 51,178 | \$50,185.63 |
| Interlata | \$4,841.12 | 30,257 | 3,764 | \$3,872.90 |
| International | \$897.63 | 3,272 | 659 | \$718.10 |
| Interstate | \$5,944.96 | 37,156 | 4,746 | \$4,755.97 |
| Intralata | \$43,084.48 | 269,278 | 35,109 | \$34,467.59 |
| Intralata/Interstate | \$0.00 | 0 | 0 | \$0.00 |
| Local | \$7,963.84 | 49,774 | 6,900 | \$6,371.07 |

Totals: \$90,109.83 526,626 65,476 \$72,087.87

COM-001 - SEC_CST_STRAT_CONSOL_GROUPED

Attachment No. 6

List of Government Contracts

Attachment No. 7

References

Fort Bend County, Texas

Term Contract for Inmate Technology Systems RFP 24-044

Securus Technology References

Broward County Sheriff's Office Florida

Kathleen Casey
Detention Communications Supervisor
3700 W. Oakland Park Blvd.
Lauderdale Lakes, FL 33311
954.982.6930
8kathleen casey@sheriff.org

ITS, SVC (Tablets, DMC pending but under contract)

San Joaquin County Jail, California

Lt. Michael Judson 7000 Michael Canlis Blvd French Camp, CA 95231 209-609-4557 mjudson@sjgov.org

ITS, tablets, e messaging, DMC and video on tablets coming

Hays County, Texas

Captain Julie Villalpando
1307 Uhland Road
San Marcos, Texas 78666
512-393-7800
julie@co.hays.tx.us
ITS, Tablets, Video visitation, E messaging, DMC

Ventura County

Captain Tim Lanquist
800 S Victoria Ave
Ventura, California
93003
Timothy.lanquist@ventura.org
(805) 933-8501
ITS, SVC, Tablets, IPro, eMessaging

Kanakee County Jail

Chief Chad Kolitwenzew
3000 S Justice Way
Kankakee, Illinois 60901
ckolitwenzew@k3county.net

815-802-7215

Phones, video visitation, tablets, threads, IPRO, debit, DMC, E messaging

Attachment No. 8

Sample Master Services Agreement



Master Services Agreement [CUSTOMER(ST)]

This Master Services Agreement (this "Agreement") is by and between [CustomerName] ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1. <u>Applications</u>. This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated in schedules to this Agreement (the "Schedules"), which are incorporated into and subject to the terms of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion (the "Updates"), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
- 2. <u>Term</u>. The Agreement begins on the Effective Date and ends <u>months</u> thereafter (the "Initial Term"). Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.
- 3. <u>Compensation and Cost</u>. The compensation and cost for each Application, if any, is stated in the Schedules. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full.
- 4. <u>Ownership of Applications and Grant of License to Customer</u>. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
- 5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider's knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

- 6. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer Data 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, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.
- 7. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such services, including without limitation, Customer's employees, agents, or subcontractors.
- 8. <u>Third-Party Software</u>. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between Customer and the third party as a condition which must be fulfilled prior to deployment. Customer's rights to use any such third-party software product will be limited by the terms of the applicable EULA.
- 9. <u>Express Warranties</u>. Unless a Schedule states otherwise, Provider offers the following express warranties in connection with the Applications:
 - a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at Provider's sole cost and expense except as noted in this section. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.
 - b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by misuse, misapplication, neglect, or accident, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. When applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
 - c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 11.
- 10. <u>Disclaimer of Warranties</u>. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

- 11. <u>Service Level Agreement</u>. Provider will provide service for the Applications as specified at https://securustechnologies.tech/servicelevelagreement/.
- 12. <u>Customer's Compliance With Applicable Laws</u>. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents and warrants that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws. Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. <u>Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. Further, to the fullest extent allowed by applicable law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that Customer should have but failed to designate as Private.</u>
- 13. <u>Confidentiality</u>. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, Customer agrees to notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.
- 14. <u>Defense of Claim</u>. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.
- 15. <u>Indemnity</u>. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 16. <u>Default and Termination</u>. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.
- 17. <u>Limitation of Liability</u>. NEITHER PARTY WILL 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, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR

OTHERWISE, WILL NOT EXCEED THE AMOUNT PROVIDER PAID CUSTOMER DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

- 18. <u>Uncontrollable Circumstance</u>. Provider reserves the right to renegotiate or terminate this Agreement without penalty upon 60 days' written notice if circumstances outside Provider's control (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy or economic conditions; actions Customer takes for security reasons (*e.g.*, Lockdowns); or acts of God) negatively impact Provider's business; however, Provider will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.
- 19. <u>Injunctive Relief</u>. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will 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.
- 20. <u>Force Majeure</u>. 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, failure of a third party's performance, failure, 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 will use reasonable efforts to remove such causes of non-performance.
- 21. <u>Notices</u>. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will 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 will be deemed delivered as follows: personal delivery upon receipt; U.S. mail 5 days after deposit; and courier when delivered as shown by courier records.

22. Miscellaneous.

- a. <u>Choice of Law.</u> This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located.
- b. <u>No Waiver</u>. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- c. <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- d. <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of Provider and Customer 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.
- e. 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 will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will 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 will 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.
- f. <u>Parties' Relationship</u>. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.

- g. <u>Prevailing Party</u>. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- h. <u>Survival of Obligations</u>. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- i. Execution Mechanics. 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 Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.
- j. <u>Entire Agreement / Merger Clause</u>. This Agreement, together with the 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.

EXECUTED as of the Effective Date.

| CUSTOMER: | PROVIDER: |
|------------------------------------|---|
| [CustomerName] | Securus Technologies, LLC |
| By: Name: Title: | By: Name: Title: |
| Date: | Date: |
| <u>Customer's Notice Address</u> : | Provider's Notice Address: |
| | 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel |
| | <u>Provider's Payment Address</u> : Same Address as Above, Attention: Accounts Receivable |
| | Please return signed contracts to the same address as above, Attention: Contracts Administrator |



SCHEDULE: SECURUS SERVICES
[CUSTOMER(ST)]

[LISTED PRODUCTS AND SERVICES TO BE ADJUSTED DEPENDING ON FINAL TERMS OF

NEGOTIATED OFFER AND PROPOSED PRODUCT AND SERVICES CONFIGURATION]

This **Schedule: Securus Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("Provider") and [CustomerName] ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

TELEPHONE SERVICE / CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 90 days from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Securus Debit. SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Provider's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account, funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call. Provider will invoice Customer on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt.

INVOICING AND COMPENSATION:

[INSERT OTHER COMPENSATION TERMS AS APPLICABLE]

<u>Commission</u>. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and Securus Debit calls from Customer's Facility(s). Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For Securus Debit calls, Provider reserves the right to deduct call credits from Gross Revenue.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Customer's payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address. Any taxes assessed on Commission payments are the sole responsibility of Customer.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Commission Percentage | Commission Payment Address |
|---------------------------|--------------------------|----------------------------|
| | <u></u> % | SAME |

<u>Customer Options for Alternative Compensation Structures</u>. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of services to a model where those services are taxpayer-funded / paid for by Customer.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an incarcerated end user. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

COMMISSARY ORDER BY PHONE

Through Commissary Order by Phone, incarcerated end users may order and purchase commissary items using the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Provider will work with Customer's commissary provider to set up and activate Commissary Order by Phone at the Facility.

PREPAID CALLING CARDS

Upon request, Provider will offer prepaid calling cards for resale to incarcerated end users. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each prepaid calling card is valid for 6 months from the date first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per-call surcharge fee. Upon written request, we will work with Customer's commissary provider to sell Prepaid Calling Cards, but Customer must pay for any cards sold to the commissary provider on Customer's behalf.

The face value of the Prepaid Calling Cards does not include any taxes or other fees. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

The face value of the Cards, less a discount percentage of ____%, plus any applicable sales tax and shipping charges will be due and payable 30 days after the invoice date.

THREADS

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, 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. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at https://securustechnologies.tech/ipro-terms-and-conditions/, incorporated herein by reference.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

ICER

The ICER system provides authorized users the means to detect intra- and inter-Facility communications between incarcerated end users from multiple sources to generate targeted investigative leads.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Services Platform – Price List below¹:

[INSERT LIST WITH NUMBER OF TERMINALS, SELECTED CONNECTUS APPLICATIONS, AND RETAIL COST AS APPLICABLE] [INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

[INSERT SVC PRICE LIST FROM FINANCIAL MODEL]

Additional Connectus Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration

¹ Additional terminals may subsequently be deployed by mutual agreement of the parties.

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fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

- 1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
- 2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.
- 3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the thencurrent session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from compensation otherwise owed to Customer under the Agreement. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for nonrecorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVC Compensation to Customer. If the number of monthly paid visits meets or exceeds 1.5 visits per incarcerated end user per month, Provider will pay Customer _____% of the charges (excluding applicable taxes/fees/surcharges) collected for paid SVC sessions at Customer's Facility. Provider reserves the right to deduct SVC session credits from revenue calculations. Provider will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVC Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

VIDEO RELAY SERVICE

Provider's Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing incarcerated end users the ability to communicate with friends and family via a videoconferencing service.

Customer is solely responsible for (a) determining which individuals are eligible to use VRS; (b) configuring SCP to allow access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

AUTOMATED INFORMATION SERVICES

Provider will deploy Automated Information Services ("AIS") as described herein. Once Facility staff has uploaded the required information, AIS automates the distribution of certain information through a telephone IVR system without staff intervention. AIS is configurable to meet Customer's specific needs. The standard AIS options include automation of providing information to (1) people who call Customer's main telephone number; and (2) incarcerated end users at Customer's Facility using the telephone system. The following additional options (the "Additional AIS Options"), which are required in order to be eligible for the No Cost Option, defined below, are currently available for AIS:

- ✓ Ability to fund a Securus Debit phone account
- \checkmark Ability to supplement deposit services by funding an incarcerated end user trust account
- ✓ Ability to leave a voice mail (AIS Jail Voicemail)

The AIS Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an incarcerated end user providing a quick way for friends and family to initiate communication or deliver timely information to an incarcerated end user prior to a scheduled phone call or visitation.

Regardless of whether Customer chooses the No Cost Option or Cost Option below, Customer understands and agrees that Provider may, upon future release, expand AIS to include additional constituent notification services or Additional AIS Options upon 30 days advance written notice. Provider also offers customized AIS development options based on the terms at https://www.securustechnologies.com/ais-terms-and-conditions, which are incorporated herein by reference.

<u>No Cost Option</u> – For those months when Customer deploys the Additional AIS Options – currently AdvanceConnect phone funding, Securus Debit funding (only necessary where available), incarcerated end user trust account funding, and Jail Voicemail – Provider will offer AIS to Customer at no charge.

<u>Cost Option</u> – For those months when Customer does not comply with the conditions in the previous paragraph, Customer will pay Provider \$300.00 per month or \$2.00 per Average Daily Population per month (ADP _____), which will be payable through a commission deduction.

<u>Integration Fees</u> – Provider will not charge integration fees, but if a vendor charges integration fees, Customer is responsible for their payment.

<u>AIS Jail Voicemail</u> – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS Jail Voicemail is not subject to any other compensation.

FEES PAYABLE BY DEPOSITOR FOR TRUST FUNDING:

The following fees apply to trust funding transactions through AIS:

| Deposit Amount | Fees JPay.com / JPay App | Fees Call Center / AIS IVR |
|---------------------|--------------------------|----------------------------|
| \$0.01 - \$20.00 | \$3.95 | \$4.95 |
| \$20.01 - \$100.00 | \$6.95 | \$7.95 |
| \$100.01 - \$200.00 | \$8.95 | \$9.95 |
| \$200.01 - \$300.00 | \$10.95 | \$11.95 |

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and

all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer ____% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Securus Debit or a Tablet user account. The parties reserve the right to renegotiate the promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

TABLETS TERMS AND CONDITIONS:

<u>Customer Warranty</u>. Customer represents and warrants that it will not provide tablets to incarcerated individuals whom Customer knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

<u>Nature of Premium Content Service</u>. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

<u>Use of Investigator Pro and Earbuds</u>. Customer further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

<u>Disclaimer of Warranties</u>. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED INDIVIDUALS' MISUSE OF THE TABLETS.

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

| Type of Message (When Available) | Number of Stamps | Notes |
|-------------------------------------|------------------------|--|
| Text Message | 1 stamp per message | |
| Photo | 1 stamp per photo | Limit of 5 photos per eMessage; 3 MB / photo limit |
| eCard | 1 stamp per eCard | Limit of 5 eCards per eMessage |
| VideoGram | 3 stamps per VideoGram | |

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus transaction fees and all applicable taxes) | | |
|--------------------------|---|--|--|
| 5 | \$2.50 | | |
| 10 | \$5.00 | | |
| 20 | \$10.00 | | |
| 50 | \$25.00 | | |

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus applicable taxes) |
|--------------------------|--|
| 1 | \$0.50 |
| 2 | \$1.00 |
| 5 | \$2.50 |
| 10 | \$5.00 |

Provider will pay Customer a commission of _____% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

SECURUS TEXT CONNECT

<u>DESCRIPTION</u>: Securus' Text Connect Application ("Text Connect") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the Text Connect functionality through Provider's tablets.

Text Connect includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the Text Connect product. Text Connect messages will be accessible to the incarcerated individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely

responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

<u>COMPENSATION</u>: Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

| Package | Base Price | Agency Charge / Commission Payable to Customer | Transaction Fee | Total Price ² |
|-----------|------------|---|-----------------|--------------------------|
| 50 Texts | | | | |
| 100 Texts | | | | |
| 250 Texts | | | | |
| 500 Texts | | | | |

[INSERT NEGOTIATED RATES ABOVE]

The pricing and packages described above may be changed by mutual agreement of the parties.

GUARDED EXCHANGE SERVICES

[GEX STANDARD MONITORING] Provider's subsidiary, Guarded Exchange, LLC, will deploy an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s).

The GEX System will analyze a selected subset of communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

[GEX VIDEO MONITORING] In connection with Securus Video Connect, if Customer requires at least 24-hours scheduling notice, Guarded Exchange analysts will monitor all Securus Video Connect sessions for facility protocol violations. If Customer allows pop-up Visitation (i.e., does not require at least 24-hours scheduling notice), Provider will schedule at least one analyst during Video Connect hours to monitor as many sessions as possible. Guarded Exchange will provide reports to Customer that detail a breakdown of facility protocol violations.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

NATIONAL CELLULAR FORENSICS SERVICES

National Cellular Forensics Services, offered by Provider's subsidiary Guarded Exchange, LLC ("NCF Services") provide a comprehensive and analytical breakdown of data from cellular phones to help support ongoing investigations. Devices are analyzed and returned to Customer along with any and all information gathered from the devices.

<u>Customer Procedures</u>. Customer will follow all Customer policies and procedures when seizing items contemplated for analysis. Customer represents and warrants that it is either the legal owner of the subject media or has the authority to search via a search warrant or consent on behalf of the owner. Customer warrants that any media tendered or made available to Provider for examination or duplication and any access granted to any information, system, or network was lawfully obtained in full compliance with all applicable law and with due regard for and deference to the property or privacy rights of all third parties.

<u>Customer Authority to Search</u>. Customer represents and warrants that it has obtained a warrant that provides Provider with the right to perform the NCF Services in compliance with all applicable law and that Customer will only use the NCF Services in compliance with the terms and conditions of such warrant. At Provider's request, Customer will provide

² Plus applicable taxes.

Provider with a copy of each warrant obtained so that Provider can provide the NCF Services. Customer will provide to Provider the chain of custody documents completed pursuant to Customer policy and procedure relating to any seized devices, component parts, or storage devices. Customer will give Provider with consent to search any digital devices and media over which the Customer has authority. Such search may require Provider to access passwords on seized devices or change passwords on seized devices. If Customer does not have the legal authority to consent to such search, Customer will obtain the required consent from a person who does have such authority before Provider may conduct a search of any device or media. All items sent by Customer to Provider shall be via approved and insured methods which shall include both UPS and FedEx. Customer will also indicate to Provider the name, phone number, and address of the individual that the device shall be returned to after Provider has completed the NCF Services.

<u>Confidentiality of Information</u>. Provider will take commercially reasonable steps to protect the confidentiality of information in or on electronic data and media made available or furnished to it for examination; provided, however, Customer agrees that if, during the course of this engagement, Provider finds within any electronic data or media evidence of child exploitation (e.g., child pornography) or of a credible threat of physical harm to any person, Provider shall be entitled to immediately bring such matters to the attention of federal or state law enforcement authorities and that no assertion of privilege, confidentiality, or breach of contract will be raised as a bar to such action.

Retention of Information. Forensic images and other media related to a lawsuit will be retained by Provider for a period of one year from receipt of such material from Customer or until such lawsuit is settled, whichever is sooner ("Retention Period"). After the Retention Period, the images and/or other media will either be destroyed or retained based upon the Customer's written instructions. If Customer does not provide written instructions within ten days of the end of the Retention Period, Customer agrees that any and all images and/or media will be destroyed. If Customer instructs Provider to retain the images and/or media, a monthly storage fee with be charged to Customer.

<u>Subpoenas of Information</u>. If any of the materials relating to the NCF Services still within Provider's custody or control are subpoenaed, Provider will give Customer notice of such subpoena in advance of compliance. Should Customer require Provider to oppose such subpoena, Customer will, at Provider's election, either retain separate legal counsel to represent Provider or indemnify Provider from and against all costs and expenses including reasonable attorney's fees, cost, liabilities, and disbursements resulting from such action.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

[CUSTOMER SCAN VERSION]. <u>Customer Screened and Processed and Provider Delivered</u> – Customer is solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended recipient as well as any associated costs. Provider will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail as agreed by Customer and Provider.

[SECURUS SCAN VERSION]. Provider Screened, Processed, and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Customer will not forward mail to Provider that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will inform recipients and friends and family about this restriction. Provider has no obligation to scan such mail. If Provider receives such mail, it will be returned to Customer at Customer's cost or returned to its sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender.

Digital Mail Center will be configured with the following options, which are subject to change upon the parties' agreement.

| <u>Pre-Approval Prior to Delivery</u> | | <u>Phys</u> | sical Mail Handling |
|---------------------------------------|---|-------------|--|
| V | Auto Approve – Provider will deliver all scanned mail. Written contraband will be treated in accordance with the "Discovery of Written Contraband / Images" section of this table. | | Destroy after 30 days Return to Customer after 30 days (at Customer's cost) |
| | Customer Approve – Customer will review and approve all scanned mail prior to delivery | | |
| Disc | overy of Physical Contraband | Disc | overy of Written Contraband / Images |
| Ø | Release to local law enforcement (based on location of Provider's processing facility) and report to Customer for further direction | Ø | Do not scan, and report to Customer for further direction |
| | Destroy | Prov | Scan and require additional Customer review rider will use reasonable efforts to identify such |
| con | vider will use reasonable efforts to identify such traband based on Customer's instructions and Provider's erience, but Provider does not represent or warrant that ill correctly identify such contraband. | Prov | raband based on Customer's instructions and rider's experience, but Provider does not represent warrant that it will correctly identify such raband. |

Customer will not process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will send it to the correctional agency at Customer's cost for physical delivery to ensure privilege is maintained or return it to its sender.

If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

All electronic information associated with the mail, including sender name, time, date, and address will be stored for the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time. At Customer's discretion, Digital Mail Center can be configured to allow recipients to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.

[INSERT PRICE AND PAYMENT TERMS AS NEGOTIATED]

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- 1. <u>Applicability</u>. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
- 2. <u>Customer Warranty</u>. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes <u>no</u> representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

- 3. <u>Conditional Use of Selected Applications</u>. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
- 4. <u>Accuracy of Transcription, Translation, and Analytical Services</u>. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS.**" Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).
- 5. <u>Disclaimer of Warranties</u>. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
- 6. <u>Limitation of Liability</u>. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, 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, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.



Schedule: JPAY PAYMENT SERVICES [CUSTOMER(ST)]

This **Schedule: JPay Payment Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider") and [CustomerName] ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement.

WHEREAS Customer and Provider are parties to the Agreement and desire to add to the Agreement the terms as stated herein:

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

- 1. <u>Term</u>. This Schedule shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as Provider continues to provide services to Customer after the expiration or earlier termination of this Schedule.
- 2. <u>Services</u>. Provider will implement and provide certain services to Customer to make available to individuals and organizations posting funds or satisfying obligations to Customer (each singularly, a "Payer" or collectively, "Payers") for the duration of the Agreement, as more fully set forth in the attached JPay Payment Services Rider incorporated within and made a part of this Schedule by this reference.
- 3. <u>General</u>. Except as expressly modified by this Schedule, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. This Schedule may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Schedule shall be deemed as valid as originals

EXECUTED on the dates written below.

| CUSTOMER: [CUSTOMERNAME] | PROVIDER: Securus Technologies, LLC |
|-----------------------------------|-------------------------------------|
| Ву: | Ву: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| FOR COMPLIANCE PURPOSES: JPay LLC | |
| | |
| Ву: | |
| Name: | |
| Title: | |

| Date: | | |
|-------|--|--|
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 $Master\ Services\ Agreement\ -\ Page\ 18\ of\ 35\ -\ \textcircled{o}\ Securus\ Technologies,\ LLC\ -\ Proprietary\ \&\ Confidential$

JPAY PAYMENT SERVICES RIDER [CUSTOMER(ST)]

- 1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed ("Payment Services") under this JPay Payment Services Rider ("JPay Rider") to its affiliate, JPay LLC ("JPay") and Customer accepts JPay as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of JPay, JPay will provide the Payment Services. JPay shall as applicable (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at JPay's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this JPay Rider and the terms of the Agreement, the terms of this JPay Rider shall control.
- **2. Service Fees.** Service Fees for Payment Services shall be as stated in Attachment "A" to this Amendment. Service Fees include all costs of providing the Payment Services. **ALL SERVICE FEES ARE NONREFUNDABLE.**
- **3. Reimbursement.** In case of any duplicate, inaccurate, or erroneous payment by JPay to Customer, and upon notification by JPay to Customer of such duplicate, inaccurate, or erroneous payment, verification of which is provided to Customer, Customer agrees to promptly reimburse JPay for the payment.
- **4. Specifications.** Payment Services are subject to the additional specifications stated In Attachment "B" to this Amendment. If requested, JPay shall integrate with Customer's Case Management System software provider at no charge to Customer.
- **5. Banking.** Customer authorizes JPay to credit/debit Customer's bank account via ACH for all credit/debit card and cash payments. JPay shall assume full liability for delivery of all funds indicated in the daily payment report provided to Customer.
- **6. Enrollment.** Customer shall complete the JPay Sign-Up Form, included as Attachment "C" hereto, and provide such other information or consents as JPay may require in order to establish the Payment Services.
- **7. Service Promotion.** All services JPay provides under this Amendment shall be provided under the JPay brand. Customer agrees to work with JPay to promote the Payment Services through posters, flyers, and Customer's website.
- **8. Fraud or Forgery.** If any Payer is shown to have committed fraud or forgery in utilizing the Payment Services for currency, any obligation Payer attempted to pay or deposit Payer attempted to make by such fraud or forgery shall be deemed unpaid and due or owing to Customer solely and exclusively by Payer or such deposit shall be deemed invalid, as the case may be.
- **9. Disputes and Chargebacks.** JPay shall be responsible for handling all transaction disputes raised by Payers associated with the use of the Payment Services. JPay shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If JPay determines that a chargeback may be inappropriate, JPay expects Customer to provide reasonable assistance in any challenge JPay makes to the chargeback. JPay reserves the right to adjust service and security levels as JPay reasonably deems necessary to maintain payment security and integrity.
- **10. Collection.** JPay is responsible for collecting deposits for Customer from the Kiosk(s) on a regular basis.
- 11. Disclaimers and Limitations of Liability. <u>ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT RELATING TO THE PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT SHALL APPLY WITH EQUAL EFFECT TO JPAY AND THE PAYMENT SERVICES GENERALLY. NEITHER PROVIDER NOR JPAY GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. NEITHER PROVIDER NOR JPAY ACCEPTS RESPONSIBILITY FOR THE SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR JPAY. PROVIDER AND JPAY LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS JPAY RIDER, PROVIDER AND JPAY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER</u>

BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS IPAY RIDER.

- **12. Miscellaneous.** There are no third-party beneficiaries to this JPay Rider. Any party is excused from performance under this JPay Rider and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this JPay Rider must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations under this JPay Rider which by their nature should survive will remain in effect after termination or expiration of the Agreement or termination of the Payment Services. In the event that any provision of this JPay Rider is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this JPay Rider shall remain in full force and effect.
- **13. Completeness.** This JPay Rider is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This JPay Rider may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that JPay may revise the terms of this JPay Rider if required to comply with law, regulation, or industry rules and JPay provides prompt notice to Customer of such change(s).

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ATTACHMENT "A" - SERVICE FEES

ALL SERVICE FEES ARE NON-REFUNDABLE

| Service Fees for Trust Funding Deposit | | | |
|--|-----------------------|--------------------|--|
| Deposit Amount | Fees (Web/Mobile App) | Fees (Call Center) | |
| \$0.01 to \$20.00 | \$3.95 | \$4.95 | |
| \$20.01 to \$100.00 | \$6.95 | \$7.95 | |
| \$100.01 to \$200.00 | \$8.95 | \$9.95 | |
| \$200.01 to \$300.00 | \$10.95 | \$11.95 | |

Service Fee for Trust Funding Deposits via MoneyGram (\$0.01 - \$3,000)

\$6.95



ATTACHMENT "B" - SERVICE SPECIFICATIONS

- **Payments and Deposits**. JPay kiosks enable the payment of obligations to Customer via cash or the deposit of funds to incarcerated end user trust accounts with a credit card, debit card, prepaid debit card, or cash. Card transfers can be made online at www.JPay.com, on JPay's mobile app, by phone at (800) 574-JPAY, or at any walk-in MoneyGram location.
- Lobby Kiosk Services. JPay shall provide ____ lobby kiosks at the Facility for trust transactions performed by visiting friends and family. Each kiosk shall have the capability of providing trust transfers via credit/debit card or cash. JPay will be responsible for kiosk maintenance at no cost to the Customer. Customer will be responsible for providing electrical power to the kiosk location as well as internet access via Cat 5/6 cabling. JPay reserves the right to remove kiosks if monthly transaction revenue in any rolling 3-month period does not average at least \$300 per month per kiosk.
- **Booking Kiosk Services.** JPay shall provide __booking kiosks at the Facility for the intake location. This kiosk shall have the capability of processing cash and coins from a booked individual into their designated trust account. The kiosk will also provide the ability for the individual to send an email to friends and family notifying them of their entry into the Facility. The booking kiosk deployment will be organized with the Customer once the lobby and electronic payments are operational. JPay will be responsible for kiosk maintenance at no cost to the Customer. Customer will be responsible for providing electrical power to the kiosk location as well as internet access via Cat 5/6 cabling.



ATTACHMENT "C" - CUSTOMER SIGN-UP FORM

Customer must complete this form and return it per instructions JPay provides. Customer must promptly inform JPay, though such method as JPay specifies, of changes to the information provided below, including but not limited to changes to Customer's contact information and bank account information.

Customer Information

| Customer Name: | _ |
|---------------------------|---|
| Physical Address: | |
| Contact Name: | |
| Phone:Fax: | |
| Email: | |
| Customer Bank Information | |
| Bank Name: | |
| Bank Account Name: | |
| Bank Account Number: | |
| Bank Routing Number: | |
| Bank Address: | |



Schedule: ALLPAID PAYMENT SERVICES [CUSTOMER(ST)]

This **Schedule: AllPaid Payment Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider" or "Securus") and [CustomerName] ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement.

WHEREAS Customer and Provider are parties to the Agreement and desire to add to the Agreement the terms as stated herein;

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

- 1. <u>Term</u>. This Schedule shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as Provider continues to provide services to Customer after the expiration or earlier termination of this Schedule.
- 2. <u>Services</u>. Provider will implement and provide certain services to Customer to make available to individuals and organizations posting funds or satisfying obligations to Customer (each singularly, a "Payer" or collectively, "Payers") for the duration of the Agreement, as more fully set forth in this Schedule: AllPaid Payment Services, incorporated within and made a part of the Agreement by this reference.
- 3. <u>General</u>. Except as expressly modified by this Schedule, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. However, in the event of a conflict between the terms of this AllPaid Payment Services Schedule and the terms of the Agreement, the terms of this Schedule: AllPaid Payment Services shall control. This Schedule may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Schedule shall be deemed as valid as originals.

EXECUTED on the dates written below.

| CUSTOMER: [CustomerName] | PROVIDER: Securus Technologies, LLC |
|--------------------------|-------------------------------------|
| By: Name: Title: Date: | By: Name: Title: Date: |
| FOR COMPLIANCE PURPOSES: | |
| AllPaid, Inc. | |
| Ву: | |
| Name: | |

| Title: | | |
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| Date: | | |
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 $Master\ Services\ Agreement\ -\ Page\ 25\ of\ 35\ -\ \textcircled{o}\ Securus\ Technologies,\ LLC\ -\ Proprietary\ \&\ Confidential$

- 1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed under this Payment Services Schedule ("Payment Services") to its affiliate, AllPaid, Inc. ("AllPaid") and Customer accepts AllPaid as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of AllPaid, AllPaid will provide the Payment Services. AllPaid shall (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at AllPaid's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this Payment Services Schedule and the terms of the Agreement, the terms of this Payment Services Schedule shall control.
- **2. Service Fees.** AllPaid shall collect the fees ("Service Fees") shown in Exhibit A to this Payment Services Schedule, based on the type of payment processed. Service Fees include all costs of providing the Payment Services unless otherwise indicated. **ALL SERVICE FEES ARE NON-REFUNDABLE.** Customer may select any or all of the payment types available as follows:
- For criminal justice-related payments made by credit, debit, or prepaid debit card, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "Service Fee Schedule for Criminal Justice-Related Payments" applies.
- For cash bail/bond payments made by credit, debit, or prepaid debit card, "Service Fee Schedule for Cash Bail Payments" applies.
- For administrative and civil payments made by credit, debit, or prepaid debit card, meaning all payments to Customer not categorized as cash bail/bond or criminal justice-related payments, "Service Fee Schedule for Fines & Other Payments" applies.

Service Fees may be the responsibility of Payer, Customer, or shared by Payer and Customer. Unless Customer advises AllPaid otherwise, Customer will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Customer elects to pay all or any portion of the Service Fees, Customer must so advise AllPaid **in writing**. For any Service Fees Customer elects to pay, AllPaid will debit Customer's account for Customer's share of the Service Fee in accordance with the terms of an AllPaid debit authorization form Customer must complete. Customer must allow AllPaid 30 days to make any changes Customer requests to Service Fee responsibility.

3. Terms and Conditions Applicable to Criminal Justice-Related, Cash Bail/Bond, and Fines & Other Payments.

- 3.1 Nature and Use of Services. AllPaid shall cause funds to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization. AllPaid shall provide Customer with participation procedures that Customer must follow in using AllPaid's payment services. AllPaid shall provide Customer with training, documentation, and electronic and telephonic support at AllPaid's expense. Customer is responsible for advising AllPaid as to the types of payments Customer desires to include in its Payment Services and shall coordinate directly with AllPaid for service implementation or discontinuation. CUSTOMER IS NOT OBLIGATED TO USE ANY OF THE PAYMENT SERVICES. Payment Services for Criminal Justice-Related Payments, Cash Bail/Bond Payments, and Fines & Other Payments will be provided through the service and equipment modes available for each payment type or category from time-to-time. Customer may at any time (i) authorize AllPaid to accept additional categories or specific types of payments within the above categories; (ii) cancel the processing of any types of payments; (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, $Gov wipe^{\otimes}$, etc.); (iv) modify the account(s) to which AllPaid shall direct payments to Customer or specify settlement by mailed check; or (v) add other agencies, departments or sub-agencies ("Additional Agencies") to, or delete Additional Agencies from Customer's use of any Payment Services and equipment (provided, however, that the Payment Services for any Additional Agency are within the scope of this Schedule and documented to AllPaid's satisfaction) by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid's acknowledgment and acceptance in writing. For purposes of section 2 and this subsection, "in writing" shall include an email originating from Customer's or AllPaid's official email address as the case may be. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.
- 3.2 <u>Use of Gov\$wipe</u>. If Customer requests Gov\$wipe, AllPaid will provide Customer with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Customer understands

that card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Customer a license to use such card readers and Firmware for the duration of the services provided under this Payment Services Schedule. Customer's use of card readers and Firmware shall be limited to the purposes of this Payment Services Schedule. Acceptance and use of card readers does not convey to Customer any title, patent, copyright or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Customer shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Customer will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Customer designates or, at AllPaid's option, Customer will allow AllPaid and its designated representatives reasonable access to Customer's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to AllPaid through Customer's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov\$wipe* and is enabled solely by Customer's computers and networks. Customer is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. Neither AllPaid nor Provider shall be held liable to Customer for exposure of Customer's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Customer with replacement card readers on Customer's request and as AllPaid deems appropriate. Upon termination of the Agreement or the services provided under this Payment Services Schedule, AllPaid may require Customer to return card readers at AllPaid's expense and by such method as AllPaid specifies.

- **4. Compliance.** AllPaid shall be responsible for complying with all laws, regulations, or industry rules applicable to its services including money transmission laws and regulations found by government officials to be applicable. Customer shall only use the Payment Services for legal purposes and shall not use the Payment Services in any way that violates laws, ordinances, or regulations applicable to Customer. Customer will reasonably cooperate with AllPaid in good faith to minimize potential illegal use of the Payment Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.
- **5. Limited Agency.** Customer and AllPaid agree that AllPaid is to act as Customer's agent for the limited purpose of receiving payments from Payers on Customer's behalf and Customer expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Customer, extinguishing the Payer's payment obligation to Customer (in the amount paid by the Payer) as if the Payer had paid Customer directly, subject to any right Customer has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Customer for Payer funds if AllPaid fails to remit funds to Customer from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in the Agreement.
- **6. Disputes and Chargebacks.** AllPaid shall be responsible, per the transaction type, for handling all transaction disputes raised by Payers associated with the use of the Payment Services. AllPaid shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Customer to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity. **THE FOREGOING GUARANTEE DOES NOT APPLY TO BAIL PAYMENTS MADE TO LOCALES IN COLORADO OR TO ANY PAYMENT TO LOCALES IN MONTANA MADE UNDER THIS PAYMENT SERVICES SCHEDULE.**
- **7. Implementation and Documentation.** Availability of Payment Services is further conditioned on Customer's completion of forms and authorizations AllPaid provides to Customer that are required for establishing and operating the Payment Services. Customer use of the Payment Services shall be subject to any user manuals and documentation AllPaid provides.
- **8. Awareness.** Customer agrees to work with AllPaid, as appropriate, to notify and inform Payers about the Payment Services through posters, flyers, and Customer's website.

- 9. Indemnification and Disclaimers. With respect to the Payment Services, AllPaid shall indemnify and save harmless Customer, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from providing such Payment Services. NEITHER PROVIDER NOR ALLPAID ACCEPT RESPONSIBILITY FOR SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR ALLPAID. PROVIDER AND ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. NEITHER PROVIDER NOR ALLPAID IS A SURETY AND PROCESSING A PAYMENT THROUGH AN AFFILIATE DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS PAYMENT SERVICES SCHEDULE, PROVIDER AND ALLPAID DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS PAYMENT SERVICES SCHEDULE. NEITHER PROVIDER NOR ALLPAID GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EXTENSION OF PAYMENT SERVICES FOR ANY PARTICULAR CATEGORY OR TYPE OF PAYMENT IS SOLELY WITHIN THE DISCRETION OF ALLPAID.
- **10. Miscellaneous.** There are no third-party beneficiaries to this Payment Services Schedule. Any party is excused from performance under this Payment Services Schedule and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this Payment Services Schedule must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations under this Payment Services Schedule which by their nature should survive will remain in effect after termination or expiration of the Agreement or termination of the Payment Services. In the event that any provision of this Payment Services Schedule is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Payment Services Schedule shall remain in full force and effect.
- **11. Completeness.** This Payment Services Schedule is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Payment Services Schedule may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Payment Services Schedule if required to comply with law, regulation, or industry rules and AllPaid provides prompt notice to Customer of such change(s).

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EXHIBIT A SERVICE FEES

| Service Fee Schedule for Criminal Justice-Related Payments | | | |
|--|--------------------------------------|--|--|
| Service Fee for Payments via Web/Gov\$wipe® Service Fee for Payments via Call Center/Live Agent | | | |
| 3.75% <i>Minimum Fee</i> = \$3.50 | 5.25% Minimum Fee = \$5.00 | | |

Service Fee Schedule for Cash Bail Payments

5.0%

Payers posting cash bail may attempt transactions of up to \$50,000.

There is no additional charge for Call Center/Live Agent assistance for cash bail postings.

| Service Fee Schedule for Fines and Other Payments | | | | | | | |
|--|-------|------------------|--------------------|---------------|--------|----------------|-------------|
| Transac | ction | Range | Service Fee | Transac | tion | Range | Service Fee |
| \$0.01 | > | \$50.00 | \$1.75 | \$100.01 | > | \$150.00 | \$5.75 |
| \$50.01 > \$75.00 \$2.00 \$150.01 > \$200.00 \$7.25 | | | | | | \$7.25 | |
| \$75.01 > \$100.00 \$3.75 For each additional increment of \$50.00, or portion thereof, add \$2.00 | | | | | | | |
| | Add | \$2.50 to each 1 | fee amount for use | of operator a | assist | ance or \$1.50 | for use of |

ALL SERVICE FEES ARE NON-REFUNDABLE

Integrated Voice Response to process a payment.



Schedule: MONITORING SOLUTIONS [CUSTOMER(ST)]

This Monitoring Solutions Schedule ("Schedule") is made part of and governed by the Master Services Agreement (the "Agreement") executed by and between [CustomerName] ("Customer") and Securus Technologies, LLC ("Provider"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

Whereas Customer desires to lease and Provider, through Provider's subsidiary Satellite Tracking of People LLC ("STOP"), has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Schedule;

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

1. <u>Products</u>. The following products are hereby leased from STOP to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by STOP, a wholly owned subsidiary of Provider. Title to such products shall remain with STOP and shall be promptly returned by Customer to STOP upon expiration of this Schedule in its original condition, with only reasonable wear and tear excepted:

ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:

BLUtag. BLUtag is a one-piece GPS device that allows for enrollee tracking and enables Customer's supervising agent the ability to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records enrollee tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

BLUband. BLUband is a RF transceiver that transmits a signal to BLUhome, Provider's home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

BLUhome. BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

BLUbox. BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

Stalker Alert. Stalker Alert is a notification device that notifies the Customer when a victim's mobile exclusion zone is violated. The mobile-zone is created by the Customer's supervising agent as a multi-stage exclusionary zone that moves with the victim.

VeriTracks[™]. VeriTracks[™] is a secure, user-friendly, internet-based monitoring application that works with the STOP monitoring equipment. VeriTracks[™] receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

BLUscan. BLUscan is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

SoberTrack. SoberTrack is a GPS-enabled handheld mobile breath alcohol monitoring unit. The SoberTrack device is a one-piece unit that is fully portable for breath alcohol testing anytime–anywhere. Enrollees blow into the disposable straw when instructed to do so by SoberTrack and the unit reports all test results to VeriTracks™ using nationwide cellular service.

Enrollink. Enrollink is a mobile application that is downloaded to the enrollee's smartphone. Enrollink provided enrollee communication and limited location information to VeriTracks.

Monitoring Center Services. Monitoring Center Services offer customers additional support for the receipt and management of alerts from STOP RF and GPS monitoring devices. When a Customer elects to use STOP Monitoring Center Services, technicians in the STOP monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the STOP Monitoring Center.

2. <u>Payment</u>. Provider or STOP will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder. In the event that an invoice is not paid within 30 days, Provider reserves the right, in its sole discretion, to suspend services provided to Customer as follows:

Invoice unpaid for 31-60 days: Suspension of training services.

Invoice unpaid for 61-90 days: Suspension of ability to order additional devices and consumables.

Invoice unpaid for 91+ days: Suspension of all remaining services except for read-only access to VeriTracks™

- 3. <u>Shipping</u>. Unless otherwise agreed to by Provider or STOP, shipping of the above noted products will be done in accordance with STOP's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. STOP will pay shipping costs for faulty equipment returned for repair or replacement.
- 4. <u>Customer's Obligations</u>. In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Schedule and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring; (b) designating the monitoring level for all Enrollees monitored with the leased products; (c) identifying and making available Customer's staff during the term of this Schedule; and (d) establishing alert notification protocols and parameters.
- 5. General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any STOP electronic supervision products and services ("STOP Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the STOP Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider and STOP make no representation or warranty as to the legality of the use by Customer of the STOP Technologies or any information collected, accessible, or otherwise obtained in connection with or through such use ("STOP Information"). Provider and STOP shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the STOP Technologies or STOP Information.
- 6. <u>Security of Information</u>. Customer acknowledges that the STOP Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the STOP Technologies and STOP Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use STOP Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules; (c) use

commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the STOP Technologies and STOP Information (whether in electronic form or hard copy); (d) notify STOP immediately of any such unauthorized access or use of the STOP Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required by Applicable Rules, delete or otherwise purge all STOP Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.

7. Technology Limitations (Coverage and Battery Life). Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the STOP Technologies. Customer understands and acknowledges that the STOP Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of STOP Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (e.g., mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

Customer further understands, acknowledges, and agrees that (a) STOP Technologies are battery-powered and that an offender's failure to charge the battery on a STOP Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

- 8. <u>Condition of STOP Information</u>. Customer understands and acknowledges that all STOP Information used and obtained in connection with the STOP Technologies is "**AS IS.**" Customer further understands and acknowledges that STOP uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on STOP for the accuracy or completeness of STOP Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the STOP Technologies which may be otherwise available.
- 9. <u>Modification and Termination</u>. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the STOP Technologies. Moreover, if Provider determines in its sole discretion that the STOP Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the STOP Technologies and shall have no further liability or responsibility to Customer with respect thereto.
- 10. <u>Limitation of Liability and Warranties</u>. Provider and STOP expressly disclaim any warranty that the STOP Technologies are impervious to tampering. Customer acknowledges, understands, and agrees that the STOP Technologies do not prevent offenders from committing harmful, tortious, or illegal acts, and that Provider and STOP expressly disclaim any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider or STOP assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the STOP Technologies or STOP Information.

Provider and STOP shall have no liability to Customer (or to any person to whom Customer may have provided STOP Information) for any loss or injury arising out of or in connection with the STOP Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider or STOP, Customer agrees that the aggregate liability for any and all losses or injuries arising out of any act or omission of Provider or STOP in connection with the STOP Technologies, 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. Customer covenants and promises that it will not seek to recover from Provider or STOP an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER AND STOP DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE STOP TECHNOLOGIES. PROVIDER AND STOP DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE STOP TECHNOLOGIES OR ANY STOP INFORMATION. IN NO EVENT SHALL PROVIDER OR STOP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING,

INCURRED BY CUSTOMER FROM RECEIPT OR USE OF STOP INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE STOP TECHNOLOGIES OR STOP INFORMATION OR THE ABILITY TO MAKE USE OF SAME.

11. <u>Indemnification</u>. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider, STOP, and their officers, directors and employees from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to Customer's use of any of the STOP Technologies or STOP Information. Provider hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to Provider's breach of this Schedule.

IN WITNESS WHEREOF, the parties have caused this STOP Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

EXECUTED as of the Effective Date.

| CUSTOMER: | PROVIDER: |
|-----------------------------------|---------------------------|
| [CustomerName] | Securus Technologies, LLC |
| By: Name: Title: | By: Name: Title: |
| Date: | Date: |
| | |
| FOR COMPLIANCE PURPOSES: | |
| Satellite Tracking of People, LLC | |
| Ву: | |
| Name: | |
| Title: | |
| Date: | |

EXHIBIT A Pricing

| Category | Volume Tiers * | Price |
|--|----------------|---|
| Mobile Battery Pack | 1 | \$75 each |
| Radio Frequency Device – Landline (BLUband) | 1+ | \$1.75/day/unit |
| Radio Frequency Device – Cellular (BLUband) | 1 + | \$2.50/day/unit |
| GPS Device (BLUtag) | 1 + | \$4.00/day/unit |
| Monitoring Center Services | 1 + | \$1.00/day/unit |
| Remote Breath Alcohol Device (SoberTrack) | 1+ | \$4.25/day/unit |
| Mobile Monitoring Device (BLUscan) | 1 + | 1 BLUscan at no charge for every 20 installed BLUtag, BLU+ or BLUband units or \$1.00/day/device |
| Enrollink | 1+ | \$0.70 / day / unit |

^{* -} Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Schedule, and remains in effect during the term of the Schedule for all billable units. Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Schedule if lost or damaged units from this Schedule exceed 20% of the average daily units activated.

| Insurance Cost | \$0.50 per day per device |
|----------------|---------------------------|
|----------------|---------------------------|

Electing Insurance Coverage (must check one): __Yes __No

Replacement Cost

| | Replacement cost | | | | |
|------|--|------------|-------------------------------|--|--|
| Part | Description | Quantity | Replacement Cost ¹ | | |
| 1 | BLUtag Unit | 1 | \$ 250.00 | | |
| 2 | BLUhome Unit (if applicable) | 1 | \$ 350.00 | | |
| 3 | BLUbox (if applicable) | 1 | \$ 200.00 | | |
| 4 | Straps and direct clips for BluTag® (set comprised | 9 per unit | \$ 10.00 | | |
| | of one strap and four clips) | per year | | | |
| 5 | Charging Coupler for BLUtag/BLU+ | 1 | \$ 25.00 | | |
| 6 | BLUscan (if applicable) | 1 | \$ 350.00 | | |
| 7 | BLUband | 1 | \$ 125.00 | | |
| 8 | SoberTrack | 1 | \$ 400.00 | | |
| 9 | Installation Kit | 1 | \$ 25.00 | | |



Attachment No. 9

Wireless Charging Card Technical Specifications

Tablet Charging Cart Spec Sheet

PHYSICAL

Product name Tablet Charging Cart

Material Steel
Color Finish Black
Capacity 16 tablets

Dimensions 770L*515W*480H (mm)

Weight 43KGS

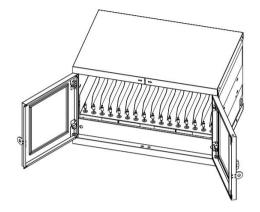
Devider Make Steel

Doors 1 Front

Locks Qty 1 for front

Keys 2 for front lock

Mounting Wall Mount



ELECTRICAL PARTS

PDU

AC Power cord Length 1m/2m

Power input AC 110V-125V

Rated Frequency 50~60Hz

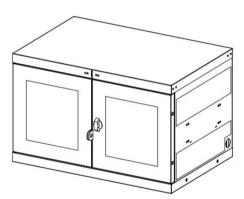
PDU Socket 1*10 Sockets

PDU Non. 2PCS

Certificate UL certified

Barrel Charger Specs

Input AC100V-240V
Rated Frequency 50~60Hz
Out put 5VDC 2.5A
Barrel Charger Non. Qty 16
Certificate UL certified



PACKAGE

Carton Box Packing Yes

Shipping Dimensions 790L*560W*480H(mm)

Shipping Gross Weight 45KGS

Tablet Charging Cart Spec Sheet

PHYSICAL

Product name Tablet Charging Cart

Material Steel
Color Finish Black
Capacity 40 tablets

Dimensions 800L*450W*550H (mm)

excluding the height of castor

Weight 48.5KGS

Shelf Quantity 2
Devider Make Steel

Doors One Front, One back

Locks Qty 3 (1 for front and 2 for side)

Locks Material Metal

Keys 2 for front lock; 1 for side lock

Way of Ventilation Active

ELECTRICAL PARTS

PDU

AC Power cord Length 1m/2m

Power input AC 110V-125V PDU Socket 1*10 Sockets

PDU Non. 5PCS

Certificate UL certified

FAN

Vantilation Fan Qty 2(Left 1, Right 1)

Brand Name Sunon - SP101A 1123HBL.GN

Certificate UL certified

Barrel Charger Specs

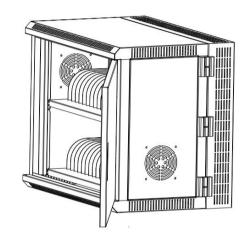
Input AC100V-240V
Rated Frequency 50~60Hz
Out put 5VDC 2.5A
Barrel Charger Non. Qty 40
Certificate UL certified

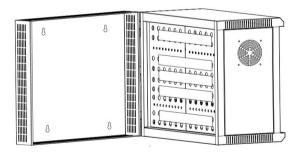
PACKAGE

Carton Box Packing Yes

Shipping Dimensions 820L*470W*680H(mm)

Shipping Gross Weight 50KGS





Tablet Charging Cart Spec Sheet

PHYSICAL

Product name Tablet Charging Cart

Material Steel
Color Finish Black
Capacity 80 tablets

Dimensions 1030L*530W*1000H (mm) excluding the height of castor

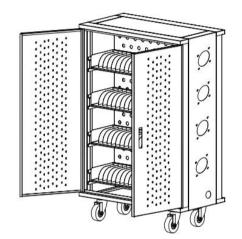
Weight 108KGS Shelf Quantity 4 Devider Make Steel

Doors Two Front, Two back
Locks Qty 2, front and back

Locks Material Metal

Keys 2 for each lock

Way of Ventilation Active



ELECTRICAL PARTS

PDU

AC Power cord Length 1.2m/2m

Power input AC 110V-125V

PDU Socket 1*10 Sockets

PDU Non. 9PCS
Certificate UL certified

FAN

Vantilation Fan Qty 8(Left 4, Right 4)

Brand Name Sunon - SP101A 1123HBL.GN

Certificate UL certified

Barrel Charger Specs

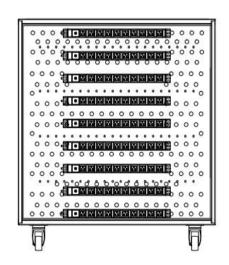
Input AC100V-240V
Rated Frequency 50~60Hz
Out put 5VDC 2.5A
Barrel Charger Non. Qty 80
Certificate UL certified

PACKAGE

Carton Box Packing Yes

Shipping Dimensions 1045L*560W*1010H(mm)

Shipping Gross Weight 112KGS



Attachment No. 10

RFP General Information / Instructions

Attachment No. 10: RFP General Information / Instructions

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals")("RFP") from qualified firms ("Respondent") who can provide an inmate phone system, video visitation system, inmate tablet system, multi-function inmate kiosks with a variety of software applications, and a monetary transaction kiosk solution for the public lobby and inmate booking areas ("Project") at the Fort Bend County Jail ("Facility"), in accordance with the terms, conditions and requirements set forth in this Request For Proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging: delete

2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

3.0 PROPOSAL CONTACT: PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Assistant County Purchasing Agent Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytx.gov

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal, six (6) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of 2:00 PM on Tuesday, March 26, 2024. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide as stated herein is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County Proposal Number: R24-044

Purchasing Department

Due Date: Tuesday, March 26, 2024

301 Jackson, Suite 201 Time: 2:00 PM (CST)

Richmond, Texas 77469 For: Inmate Technology System Services

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the preopening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Vendor unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

5.0 MANDATORY PRE-RFP CONFERENCE:

A pre-RFP conference will be conducted on Tuesday, March 12, 2024 at 9:00AM (CST) at the Fort Bend County Sheriff's Office, 1410 Richmond Parkway, Richmond, TX 77469. A

site visit will immediately follow. Due to the nature of this project, the pre-RFP conference is MANDATORY. It is necessary for all interested vendors to view the site. This is the only date and time vendors will be permitted to view the site.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

6.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

6.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than Monday, March 18, 2024 at 9:00 AM. (central). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

6.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

7.0 TENTATIVE PROCUREMENT SCHEDULE:

Release of RFP: March 3, 2024

Mandatory Pre-RFP and Site Visit: March 12, 2024

Deadline for Questions: March 18, 2024

Submission Due Date: March 26, 2024

Evaluation of Submissions: Week of April 1, 2024 Commissioners Court Permission to Negotiate: April 9, 2024 Negotiations: Beginning April 10, 2024 Final Contract Approval

Commissioners Court: May 14, 2024

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

8.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

9.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

10.0 ACCEPTANCE:

10.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

10.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in

part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

10.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Vendor certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

14.0 LIMITS OF SUBRESPONDENTS:

14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

14.2 Any dispute between the Respondent and subcontractor(s), including any payment dispute, will be promptly remedied by the Vendor. Failure to promptly remedy or to make prompt payment to the sub-respondent may result in the withholding of funds from the Vendor by the County for any payments owed to the subcontractor.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

17.0 AMERICANS WITH DISABILITIES ACT (ADA):

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subrespondents to insure that the County maintains a drug-free workplace.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

19.0 TEXAS ETHICS COMMISSION FORM 1295:

19.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of

Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

19.2 On-line instructions:

19.2.2 Identification number use: RFP 24-044.

19.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the respondent does not provide the document in the stated time period the respondent's response will be marked as disqualified and the next highest evaluated respondent will be contacted.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus will fill in this form within three days of notification of award.

20.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

20.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

20.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

21.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.0 INSURANCE:

22.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for

bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.2.5 Cyber Liability insurance with limits not less than \$1,000,000. Such insurance may be included with Contractor's Professional Liability insurance policy.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

22.4 If required coverage is written on a claims-made basis, the contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

SECURUS HAS READ AND UNDERSTANDS

Securus would like to negotiate this clause in the final contract.

23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.6 Respondent shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it

harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in a form satisfactory to Fort Bend County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade respondent providing such insurance.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

24.0 REQUESTED PRODUCTS AND SERVICES:

The County requests a proposal for all of the below-listed products and services. The County is searching for a vendor that can provide a single interface to accommodate as many inmate communication products and services as possible. Respondent shall include each product and/or service in their response with a separate section for each product and/or service. Respondent shall clearly state whether they will provide each requested product and/or service with explanations for any unavailable products, services, or features. Individual Respondents will not be disregarded solely on their inability to provide a particular product and/or service. The County may exclude any individual product or service for which the County determines no acceptable response was received.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

39.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondent is required to submit their proposal in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

39.1 Respondents are required to follow the outline below when preparing their proposals: Tab Title Page

Letter of Transmittal

Table of Contents Executive Summary

- 1 Technical
- 2 Rate and Revenue Generation Plan and Commission Percentage
- 3 Maintenance and Support
- 4 Company Background
- 5 Value Added Features and Services
- 6 Installation
- 7 Required forms

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

39.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

39.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

39.4 Respondents will be evaluated utilizing the factors, as weighted below: Tab 1

Technical (weight factor = 25%)

Hardware, software, and minimum technical requirements.

Tab 2

Rate and Revenue Generation Plan and Commission Percentage (weight factor = 20%)

Rate options, including customizable options, and number of other revenue generating options. Commission available for different revenue generating options.

Tab 3

Maintenance and Support (weight factor = 20%)

Availability and quality of on-going support and maintenance procedures and personnel. Multi-layer support structure. Training options. Support plan, trouble ticket flow and escalation procedures.

Tab 4

Company Background (weight factor = 10%)

Market share, number of employees, experience providing proposed services, name/qualifications/experience of staff.

Tab 5

Value Added Features and Services (weight factor = 10%)

Features and services available which will add value to our relationship with Respondent and products they propose.

Tab 6

Installation (weight factor = 10%)

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLYDELETE

Please note: R24-044.Q&A altered the placement of some sub-sections. We have followed those instructions on our response.

Implementation plan and staff resumes

Tab 7

Overall Completeness of Proposal (weight factor = 5%)

Proof of Insurance

Completed Vendor Forms

Completed W9 Form

Completed Tax Form/Debt Form

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.0 EVALUATION PROCESS:

40.1 After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation

committee will then meet to discuss the strong and weak points of each proposal to ensure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Vendor(s), or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the purpose of further clarification and evaluation of the proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.3 The evaluation team shall not disclose any information included in a Respondent's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

40.6 All proposals submitted are to be valid for a period of ninety (90) days.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

41.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

42.0 AWARD:

43.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Vendor and Fort Bend Sheriff's Office.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

44.0 TERM:

44.1 The term of the agreement resulting from this RFP is for the time period ending March 31, 2027. Fort Bend County may request to renew the contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) or two (2) year increments, not to exceed four (4) additional ears past the initial term.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY.

44.2 This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Attachment No. 11

Addenda Acknowledgement

Fort Bend County, Texas

Term Contract for Inmate Technology Systems RFP 24-044

6.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY

Securus acknowledges the receipt of the following:

- R24-044 Legal Notice
- R24-044 Addendum No. 1 Term Contract for Inmate Technology Systems
- R24-044.Q&A No. 1
- R24-044.Q&A No. 2
- R24-044.Q&A No. 3
- R24-044. Q&A No. 4
- R24-044 Pre-RFP/Site Visit Sign-In Sheet

Attachment No. 12

Fort Bend County Exhibits

Fort Bend County Sheriff's Office Detention Facility Inmate Technology Request For Proposal Housing Unit Breakdown

| Housing Unit Name | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|-------------------|--------------|-----------------|--|
| East Tower | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| 1 J | 0 | 3 | 2 |
| 1K | 0 | 4 | 3 |
| 1L | 0 | 3 | 2 |
| 1M (mobile units) | 0 | 2 | 2 |
| 2J | 0 | 4 | 3 |
| 2K | 0 | 4 | 3 |
| 2L | 0 | 4 | 3 |
| 2M | 0 | 4 | 3 |
| 4J | 0 | 4 | 3 |
| 4K | 0 | 4 | 3 |
| 4L | 0 | 4 | 3 |
| 4M | 0 | 4 | 3 |
| 6J | 0 | 4 | 3 |
| 6K | 0 | 4 | 3 |
| 6L | 0 | 4 | 3 |
| 6M | 0 | 4 | 3 |
| 81 | 0 | 4 | 3 |
| 8K | 0 | 4 | 3 |
| 8L | 0 | 4 | 3 |
| 8M | 0 | 4 | 3 |
| Total | 0 | 76 | 57 |

| | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|------------------------|--------------|-----------------|--|
| West Tower | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| BOOKING (mobile units) | 2 | 3 | 2 |
| IMAGING | 0 | 2 | 0 |
| KITCHEN | 0 | 0 | 2 |
| LAUNDRY | 0 | 0 | 1 |
| PROPERTY | 0 | 1 | 0 |
| 1F | 0 | 2 | 1 |
| 1G | 0 | 2 | 1 |
| 2A | 0 | 3 | 2 |
| 2B | 0 | 3 | 2 |
| 2C | 0 | 3 | 2 |
| 2D | 0 | 3 | 2 |
| 2E | 0 | 3 | 2 |
| 2F | 0 | 3 | 2 |
| 2G | 0 | 3 | 2 |
| 2H | 0 | 3 | 2 |
| 2SEP (mobile units) | 0 | 1 | 1 |
| 4A | 0 | 3 | 2 |
| 4B | 0 | 3 | 2 |
| 4C | 0 | 3 | 2 |
| 4D | 0 | 3 | 2 |
| 4E | 0 | 3 | 2 |

| 4F | 0 | 3 | 2 |
|---------------------|---|----|----|
| 4G | 0 | 3 | 2 |
| 4H | 0 | 3 | 2 |
| 4SEP (mobile units) | 0 | 1 | 1 |
| 6A | 0 | 3 | 2 |
| 6B | 0 | 3 | 2 |
| 6C | 0 | 3 | 2 |
| 6D | 0 | 3 | 2 |
| 6E | 0 | 3 | 2 |
| 6F | 0 | 3 | 2 |
| 6G | 0 | 3 | 2 |
| 6Н | 0 | 3 | 2 |
| Total | 2 | 84 | 57 |

| | Money Kiosks | Wall Telephones | Multi-Functional Terminals |
|----------------------|--------------|-----------------|--|
| Old Jail | | | (Kiosk (Apps), Phone, Visitation, VRS) |
| IF22 | 0 | 1 | 1 |
| IF23 | 0 | 1 | 1 |
| IFSEP (mobile units) | 0 | 1 | 1 |
| IFVIS | 0 | 0 | 0 |
| OJVIS | 0 | 0 | 0 |
| OJ10 | 0 | 1 | 1 |
| OJ11 | 0 | 1 | 1 |
| OJ12 | 0 | 1 | 1 |
| OJ13 | 0 | 1 | 1 |
| OJ14 | 0 | 1 | 1 |
| OJ15 | 0 | 1 | 1 |
| OJ16 | 0 | 1 | 1 |
| OJ17 | 0 | 1 | 1 |
| OJ18 | 0 | 1 | 1 |
| OJ19 | 0 | 1 | 1 |
| OJ20 | 0 | 1 | 1 |
| OJ21 | 0 | 1 | 1 |
| OJSEP (mobile units) | 0 | 1 | 1 |
| Total | 0 | 16 | 16 |

| Public | Money Kiosks | Wall Telephones | Multi-Functional Terminals Visitation |
|------------------------------------|--------------|-----------------|--|
| VISITATION | 1 | 0 | 27 |
| VISITATION PRIV (hands-free units) | 0 | 0 | 5 |
| VISITATION DISC | 0 | 0 | 5 |
| LOBBY | 1 | 1 | 0 |
| Total | 2 | 1 | 37 |
| | | | |
| Grand Totals | 4 | 177 | 167 |

Fort Bend County Juvenile Detention Facility Inmate Technology Request For Proposal Housing Unit Breakdown

| Housing Unit Name | Occupancy | Money Kiosks | Telephones | Multi-Functional Terminals |
|-----------------------|-----------|-----------------|------------|----------------------------|
| Housing Locations | 80 | 0 | 9 | 9 |
| Non-Housing Locations | 0 | 0 | 1 | 0 |
| Total | 80 | 0 | 10 | 9 |

Fort Bend County Sheriff's Office

Detention Facility

Inmate Tech Activity (Jan 1, 2023 - Dec 31, 2023)

| Telephone Calls | | Video Visits | | Tablet Rentals | eMessages | | Money Kiosks | | |
|----------------------|----------------|---------------|------------------|-----------------------|----------------|------------------|----------------|--------------|-------------------------------|
| All (including attem | pts) Completed | On-Site Legal | On-Site Personal | Remote | Annual Rentals | Stamps Purchased | Sent by Fr/Fam | Intake Kiosk | All Other (Total before fees) |
| 2,246,915 | 769,344 | 1,029 | 6,710 | 15,908 | ? | 98,828 | 57,489 | \$584,390 | \$1,403,183 |

EXHIBIT C Securus Financial Offer: Option One (Follows Behind)

3 Year Term Contract, 2 one-year renewal extensions

We recognize that Ft Bend County and/or the Sheriff's Office may wish to propose modifications to our offers, and we are willing to be flexible in any negotiations to best support your operational goals today and going forward throughout the term of any agreement. Please see **TWO** options for your review.

| OPTION ONE | |
|---|--|
| Service and Rate | Ft Bend County Revenue Share Impact |
| Telephone Service | |
| Call Rates | 80% |
| - All domestic calls (includes debit) \$0.13/min | |
| - Mexico \$0.13/min | |
| - Other International \$0.13/min | |
| 1 FREE CALL per Person/Week | |
| Minimum Annual Guarantee (MAG) Total | \$750,000 |
| MAG to the County: | \$250,000 |
| MAG generated from commissary: | \$500,000 |
| E Messaging | |
| \$0.25/message | 25% |
| Tablet Premium Content (\$5.00/Month Premium Content fee) | 40% |
| Songs – \$1.06 - \$1.99 | |
| Games – \$0.99 - \$12.99 | |
| Movies - \$1.99 - \$14.99 | |
| Television Episodes - \$0.99 - \$9.99 | |
| Videos Rental - \$0.49 - \$14.99 | |
| Videos Purchase - \$1.99 – \$19.99 | |

| Remote F&F Video Visitation per minute) | 40% | |
|---|--|---------|
| On Site Video Visitation – \$0 | No Cost | |
| Free Attorney Remote Visita | No Cost | |
| Inmate Voicemail | \$1.99 | 80% |
| Securus Text Connect Packa | ges: | 10% |
| 50 Texts \$ 5.50 | | |
| 100 Texts \$10.45 | | |
| 250 Texts \$19.80 | | |
| 500 Texts \$35.20 | | |
| Inmate Initiated Video Visit | ation \$4.99/session | 40% |
| 25minutes (\$0.19 per minut | e) | |
| 2 dedicated on site personn | el | No Cost |
| Digital Mail Service | | No Cost |
| Investigative Solutions: | | No Cost |
| Voice Biometric/Investig | gator Pro (Voice Identification) | |
| THREADS | | |
| ICERWord Alert | | |
| Human Trafficking Semi | inars | |
| | | |
| 1:1 Tablets Tablet Users pay a \$ | 5.00 Premium Content availability fee. | No Cost |
| Upgraded Booking Kiosks * Touch screen | | No Cost |
| * Dual language – English/Spanish | | |
| * Multi Coin acceptor | | |
| * Multi-Bill acceptor | | |
| * Card Swipe – Credit Card/Debit Card | I | |
| * Holds 1200 bills | | |
| * Outside lock entry | | |

| * Inside combination lock access to cashbo |)X | |
|--|-----------|---------|
| <pre>Upgraded Lobby Kiosk * Touch screen</pre> | No Cost | |
| ** Camera | | |
| * Dual language – English/Spanish | | |
| * Multi/Single Coin acceptor | | |
| * Multi/Single Bill acceptor | | |
| * Card Swipe – Credit Card/Debit Card | | |
| * Holds 1200 bills | | |
| * Outside lock entry | | |
| * Inside combination lock access to cashbo | X | |
| Money Transfer | an agia V | No Cost |
| Client Kiosk De Deposit Amounts | Fees | |
| \$0.01 to \$20.00 | \$3.95 | |
| \$20.01 to \$100.00 | \$6.95 | |
| \$100.01 to \$200.00 | \$8.95 | |
| \$200.01 to \$300.00 | \$10.95 | |
| \$300.01 to \$400.00 | \$12.95 | |
| \$400.01 to \$515.00 | \$15.50 | |
| Automated Information Service | • | No Cost |
| Video Relay Service | | No Cost |
| Law Library | No Cost | |
| Video Relay Service (hearing im | No Cost | |
| Agency Document Manager | No Cost | |
| R3UP Re Entry | No Cost | |
| Defying Destiny-Human Traffic | No Cost | |
| UnTapped | No Cost | |
| ConConnect | No Cost | |
| | | |

| Work Bay | No Cost |
|---|------------|
| Job Searching | No Cost |
| Honest Jobs | No Cost |
| Core Education Suite: KA Lite Lantern Learning Management System Podcasts/e Books | No Cost |
| Available Additional Technologies: | |
| Lightning Law | At Request |
| Premium Education Suite: Essential Education - GED, digital literacy, workplace essentials Edovo - education, reentry, mental health, and religious content library Mobisystems Office Suite - word processor, spreadsheet, slides, and pdf editor | At Request |
| NaphCare | At Request |
| Lexipol CorrectionsOne | At Request |
| Lexipol CorrectionsOne Grant Services | At Request |