STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS PURSUANT TO RFP 18-021

THIS **FIRST** AMENDMENT 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**, (hereinafter "Contractor") a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Contractor executed the Master Services Agreement on or about February 13, 2018 (hereinafter the "Agreement") attached hereto as Exhibit One incorporated by reference as if set forth herein verbatim;

WHEREAS, County and Contractor desire to amend said Agreement as set forth below:

A. Commission percentage as it relates to commission payable to County for all telephone calls shall be set at the previously agreed upon percentage split of 80% for all call types and commission types. Commission payments for telephone calls shall be paid to County monthly with an annual review of Minimum Annual Guarantee after each twelfth month to include any required payments to County, which is determined by the difference between the Percentage Split and the Minimum Annual Guarantee. County shall receive the greater of either the Percentage Split or the Minimum Annual Guarantee.
B. All commission calculations and subsequent payments to County related to Minimum Annual Guarantee (MAG) in the Agreement are hereby clarified to be calculated and paid for telephone calls only. All other commissionable products and services listed in the agreement are to be paid in addition to telephone call commissions (which would include any MAG payments).
C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
D. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

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 County.

FORT BEND COUNTY:

Robert Hebert
County Judge

3-13-2018
Date

Attest:

Laura Richard, County Clerk

SECURUS TECHNOLOGIES:

Signature

Robert Pickens CEO. President
Printed Name and Title

3-6-18
Date

APPROVED BY LEGAL INITIAL & DATE 3/6/18

Exhibit One: Master Services Agreement executed on or about February 13, 2018

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $0 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT ONE:

MASTER SERVICES AGREEMENT
EXECUTED ON OR ABOUT FEBRUARY 13, 2018

AS ATTACHED TO

FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021

THIS 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** (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County desires that Contractor provide Inmate Technology Services by and through the Fort Bend County Sheriff's Office (hereinafter "Services") pursuant to RFP 18-021; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section One Scope of Services

A. Contractor shall provide inmate technology services that by and through the Fort Bend County Sheriff's Office located at 1410 Williams Way Blvd., Richmond, TX 77469 in accordance with the terms of this Master Agreement and the following Exhibits (attached hereto and incorporated by reference):

1. Exhibit A: FBC RFP 18-021 solicitation document
2. Exhibit B: Contractor's Submission to RFP 18-021 dated October 17, 2017
3. Exhibit C: Application Schedules

B. The following exceptions to the Exhibits are agreed to by the Parties:
   a. Exclusivity Clause
      i. County grant Contractor the exclusive right and license to install, maintain, and derive revenue from the Applications through Contractor's inmate systems (including, without limitation, the related hardware and software) (the "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 named 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 governed 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 third party providing such inmate communications. The above notwithstanding, if Contractor fails to deploy Tablet and eMessaging Applications to County's reasonable satisfaction by June 18, 2018, the exclusivity obligations outlined herein will not apply to those products, and the parties will renegotiate the Minimum Annual Guarantee on page 8 of the Agreement. At least once every six (6) months, Contractor shall 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.

b. Minimum Annual Guarantee
    i. Based on expected revenues and call performance, Contractor will pay County's commissary fund an estimated $365,000 annual on purchases funded using inmate debit and inmate trust fund accounts based on percentages listed in this Agreement and Schedules. In addition, it's expected the County will earn an estimated $235,000 annually on purchases funded by friends and family based on percentages listed in this Agreement and Schedules. In any event, no less than $600,000 will be paid to County on an annual basis for services provided and commissions earned. The parties understand and acknowledge, however, that the MAG is contingent upon the exclusivity obligations. If Contractor fails to deploy its Tablet and eMessaging applications to County's reasonable satisfaction by June 18, 2018 and County elects to use another provider for those two applications, the parties will renegotiate the MAG terms in good faith.
    ii. Commission payments to County shall be categorized as either funded by purchases from friends *and family* or *funded from purchases using inmate debit and inmate trust fund accounts*. Payment shall be sent in accordance with the identified addresses listed in the "Notices" Section of this Agreement.
c. Video Relay Services: Contractor will provide Video Relay Service software on all multi-function kiosks at no cost to County.
d. eMessaging: eMessaging prices and quantities will be mutually agreed upon when application becomes available.

e. Tablets
    i. Tablet rental cost will reduce to $5 per month when premium content is made available.
    ii. Contractor will pay County 100% of tablet commissions if premium content is not available or if an inmate self-funding model is not available by June 30, 2018.
f. Equipment Costs: Contractor will provide all equipment at no upfront cost.
g. Video Visitation: Remote visitation must be available 75 hours per week without quantity limits, with behavior exceptions, and onsite video visitation should be scheduled.
h. Calling Rates and Fees: Contractor will charge the following calling rates and fees (see chart below):

Call Funding Type	Per Call Fees	1st Minute	Additional Minute
Collect (All Call Types, except International: Local/IntraLATA/InterLATA/Intrastate/Interstate)	$0.00	$0.20	$0.20
Debit (All Call Types, except International: Local/IntraLATA/InterLATA/Intrastate/Interstate)	$0.00	$0.16	$0.16
International Calls	$0.00	$0.50	$0.50

Plus applicable taxes and other governmental fees

Account Terms and Conditions	Advance Connect	Traditional Collect	Inmate Debit
Account Setup Fee	$0 No charge	$0 No charge	$0 No charge
Securus Refund Fee	$0 No charge	$0 No charge	$0 No charge
*Securus Funding Transaction Fee	$0 No charge	$0 No charge	$0 No charge
Minimum Funding Amount	$0 None	$0 None	$0 None
*If payments are made by mail or online banking. $3.00 for automated payments. $3.95 for funding via a live agent.			

C. In the provision of services, Contractor shall meet or exceed the requirements of the advertised bid specifications of FBC RFP 18-021 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 shall 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. Contractor shall ensure that the Applications will perform according to Contractor's documentation and any agreed County specifications (implementation, testing, warranty, and support); that they are free from viruses and other destructive code and that neither the Applications nor the use of Contractor's services will infringe the patents, copyrights or other intellectual property rights of any third party.

F. 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 Two 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 Three Compensation and Fiscal Funding Clause

A. Contractor will be responsible for the payment of all expenses and fees associated with the Performance of this Agreement, including but not limited to wages, salaries, labor, services, materials, supplies, transportation, communications licensing and inspection, taxes, insurance and bonds. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules. Both Parties acknowledges that this Agreement is revenue generating and therefore, Contractor will not pass any costs on to County.

B. 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 obligations under this Agreement due to lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during County's current or future fiscal years. If County is unable to fulfill its obligations under this Agreement as a

result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time prior to the end of County's fiscal year.

C. County will endeavor to 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 Contractors election and advance written notification to County, Contractor may deduct the refund from any Commission owed to County.

Section Four 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. 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 Five Term and Termination

A. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end on the date that is 60 months thereafter, 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 nondefaulting 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 Sales Order Form. 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 Six Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for verifying the performance of any obligation performed under the Scope of Services or commission. County's right to inspect survives the termination of this Agreement for a period of four years.

Section Seven Insurance

A. Prior to commencement of the 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 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 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 insurance. 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 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.

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 Fort Bend County.

E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section Eight Indemnity

A. **EXCEPT FOR THOSE APPLICATIONS BEING PROVIDED AT NO COST TO COUNTY, AND AT NO COMMISSON TO CONTRACTOR, CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S 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.**

B. Contractor 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 Contractor in the defense of each matter.

C. Contractor's duty to defend indemnify and hold Fort Bend County harmless 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.

D. In the event of a good faith 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 Contractor, Contractor 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 Contractor are not at issue in the matter.

E. The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.

F. Contractor 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 arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

G. Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade Contractor providing such insurance.

Section Nine <u>Confidential Information</u>

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"). 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.

B. Confidential Information shall not include information that:

1. Was in the public domain when disclosed;
2. Entered the public domain subsequent to disclosure, through no fault of the receiving party;
3. Was in the Receiving Party's possession free of any obligation of confidence prior to disclosure;
4. Was developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; and
5. Was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.

C. 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 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 matter in Disclosing Party's possession which embody Confidential Information.

D. The parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this Section 5 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.

E. Contractor in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. 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 Contractor shall not be disclosed to any third party, except as required by the Texas Public Information Act. The terms and conditions of the Agreement are not proprietary or confidential information.

G. 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 to use 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 our 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 Ten Independent Contractor

A. In the performance of work or 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 Eleven 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 Street
Richmond, Texas 77469

With a copy to:
Fort Bend County
Attn: Sheriff
1410 Williams Way Dr.
Richmond, TX 77469

County
Payment Addresses:

For Services funded using Inmate Debit and Trust Accounts:

Fort Bend County
Detention Facility
1410 Williams Way Blvd.
Richmond, TX 77469

For Services funded by Friends and Family:

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

Contractor:

Securus Technologies
4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel

Contractor
Payment Address:

Securus Technologies
4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Receivable

C. Notice is effective only if the party giving or making the Notice has complied with the subsections of this Section 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 Twelve Compliance with Laws

Contractor shall comply with all applicable 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.

Section Thirteen Performance Warranty

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 Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

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 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.

Section Fourteeen 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 Fifteen 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 Sixteen 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 Seventeen Third Party Beneficiaries

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

Section Eighteen 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 Nineteen Publicity

Contact with citizens of Fort Bend 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 Services hereunder without the express written permission of County, except where required to do so by law.

Section Twenty 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 Twenty One Conflict

In the event of 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 MASTER SERVICES AGREEMENT FOR SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
SECOND: EXHIBIT A:	FBC RFP 18-021 SOLICITATION DOCUMENT
THIRD: EXHIBIT B:	CONTRACTOR'S SUBMISSION TO RFP 18-021 DATED OCTOBER 17, 2017
FOURTH: EXHIBIT C:	APPLICATION SCHEDULES

Section Twenty Two **Certain State Law Requirements for Contracts:**
The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, 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.

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 13 day of February, 2018.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT FORT BEND COUNTY TEXAS

SECURUS TECHNOLOGIES, INC.

Robert E. Pickens, President & CEO

CEO: President

Title

2-6-18

Date

APPROVED BY LEGAL INITIAL & DATE

APPROVED:

Troy E. Nehls
Sheriff

Exhibits

Exhibit A:	FBC RFP 18-021 solicitation document
Exhibit B:	Contractor's Submission to RFP 18-021 dated October 17, 2017
Exhibit C:	Application Schedules

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $0 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

i:\agreements\2018 agreements\securus phone\agreement draft 1.19.18.docx

EXHIBIT A:

FBC RFP 18-021 SOLICITATION DOCUMENT

AS ATTACHED TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021

Fort Bend County, Texas
Request for Proposals

Term Contract for Sheriff's Office Inmate Technology Systems
RFP 18-021

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, October 17, 2017
2:00 PM (Central)

MARK ENVELOPE:

RFP 18-021
Inmate Technology Systems

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.

NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.

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

Results will not be given by phone.
Results will be provided to bidder in writing after Commissioners Court award.

Requests for information must be in writing and directed to:
Jaime Kovar
Assistant County Purchasing Agent
Jaime.kovar@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: 9/14/17
Issued: 10/2/17

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name		
Federal ID # or S.S. #		
Type of Business	☐ Corporation/LLC	☐ Sole Proprietor/Individual
	☐ Partnership	☐ Tax Exempt Organization
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: Fax:	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	☐ DBE-Disadvantaged Business Enterprise **Certification #** _____ ☐ SBE-Small Business Enterprise **Certification #** _____ ☐ HUB –Texas Historically Underutilized Business **Certification #** _____ ☐ WBE-Women's Business Enterprise **Certification #** _____	
Company's gross annual receipts	☐ <$500,000	☐ $500,000-$4,999,999
	☐ $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		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.

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 kiosk 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.

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of sixty (60) 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, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Assistant County Purchasing Agent
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytx.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 To facilitate evaluation of proposals, one (1) original, six (6) copies and one (1) one electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential". Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: 18-021
Purchasing Agent's Office	Opening Date: **October 17, 2017**
301 Jackson Street, Suite 201	Opening Time: ***2:00 PM (CST)***
Richmond, Texas 77469	For: Inmate Technology Systems

4.2 Respondent's 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 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.

6.0 ACCEPTANCE:

6.1 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.

6.2 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.

6.3 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.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Vendor 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 ***Tuesday, October 10, 2017, no later than 12:00 p.m. (CST).*** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 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.

8.0 PRE-PROPOSAL CONFERENCE:

A pre-RFP conference will be conducted on **Monday, October 9, 2017 at 9:00AM (CST) at the Fort Bend County Sheriff's Office Media Room, 1410 Williams Way, Richmond, TX 77469** with a site visit immediately following the pre-RFP conference, if necessary. Attendance is non-mandatory; however, all bidders are encouraged to attend.

9.0 TENTATIVE PROCUREMENT SCHEDULE:

Release of RFP: ***October 2, 2017***
Pre-RFP Conference: ***October 9, 2017***
Submission due date: ***October 17, 2017***
Evaluation of Submissions: ***October 20, 2017***
Respondent Interviews (if necessary***): October 25, 2017***
Commissioners Court Permission to Negotiate: ***November 7, 2017***
Negotiations: ***Beginning November 8, 2017***
Final Contract Approval to Commissioners Court***: November 28, 2017***

10.0 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.

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 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

15.0 LIMITS OF SUBRESPONDENTS:

15.1 The County has approval rights over the use and/or removal of all subcontractorsand/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.

15.2 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 subrespondent may result in the withholding of funds from the Vendor by the County for any payments owed to the subcontractor.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 PERFORMANCE AND PAYMENT BOND:

Not required for this project.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 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.

21.2 On-line instructions:

22.2.1 Name of governmental entity is to read Fort Bend County.

22.2.2 Identification number use: RFP 18-021

22.2.3 Description is: Inmate Technology Systems

21.3 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.

22.0 INSURANCE:

22.1 All respondents must 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. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with property 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.

22.3 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, 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 arise may from said Respondent's operations. Such provisions shall be in 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 which 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 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 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.

26.0 GENERAL INFORMATION:

26.1 To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.

26.2 To provide a fair method for analyzing submitted proposals.

26.3 To result in a contract between the successful Respondent (unless all proposals are rejected) and County.

26.4 Services to include: 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.

26.5 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.

26.6 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.

26.7 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 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 Units**	**# Public VV Units**	**# Inmate Tablets**	**# Officer Tablets**	**# Multi-Function Kiosks**	**# Money Kiosks**
Adult Detention Center	1410 Williams Way, Richmond, TX 77469	950	See Appendix #1							
Juvenile Detention Center	122 Golfview, Richmond, TX 77469	N/A	See Appendix #2							

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.

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.

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 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.

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:

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

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.

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

28.3.7 Call Restriction Capabilities: 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, 95Oxxx, etc. shall be disallowed.

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.

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.

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.

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 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.

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 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.

29.0 TECHNICAL SPECIFICATIONS (VIDEO VISITATION):

29.1 Video visitation service requirement: The system must be capable of providing on-site and remote video visitation service.

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.

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

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.

29.3.1 Visitation processing: 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.

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.

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 which 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.

30.0 TECHNICAL SPECIFICATIONS (TABLETS):

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

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.

30.2.2 Volume control: All inmate tablets will have adjustable volume control and will be furnished with one earbud or headphone.

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.

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.

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
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.

30.3.4 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 County.

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.

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.

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.

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.

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.

31.2.2 Volume control: All kiosks will have adjustable volume control, if applicable.

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.

31.3.1 Electronic Messaging Application: The Respondent shall make available an electronic messaging application for two-way communication between friend 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 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 County the ability to approve all messages, some messages, or no messages as determined by 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 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.

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. 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.

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. 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. 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.

31.3.5 Law Library Application: The Respondent shall make available a law library application approved by the County providing capability for inmates to research case law.

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 Application should provide the ability to initiate messages to users and manage acceptance upon viewing. System must provide a reporting feature for all items managed by system.

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.

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.

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 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 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 County or other vendors. Kiosks must automatically print receipt for all transactions and may offer option for email receipt.

32.2.3 Booking kiosk must accept bills and coins in United States currency. Bill acceptor must be omnidirectional. Kiosk must reject and swiftly return all bills and coins which system is unable to process. Kiosk must accept credit and debit card transactions. Kiosk must integrate with current and future County money management software,

currently Aramark's Core Banking software, at no cost to County or other vendors. Kiosk must automatically 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.

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 County's inmate trust fund management vendor at no cost to County and funds shall credit immediately without holds. Funding limitations and fees shall be approved by 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 credit immediately without holds. Funding limitations and fees shall be approved by County and will not change without updated approval.

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.

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).

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 integrates with the County's inmate banking or commissary system (inmate trust accounts).

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.

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.

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.

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.

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.

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. `

33.1.9 System Failure Device Disconnection: 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 County.

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.

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.

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.

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.

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.

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 service must operate completely independent of any administration terminal. Should an on-site 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, and 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 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 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.

33.1.19 Contact Detail Reports: Contact Detail Reports should be available to 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.

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.

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 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 place 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.

33.1.23 100% 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.

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 pre-approved attorney contacts. Individual attorney contacts must be configurable for predefined contact durations as necessary.

33.1.25 Free Contacts: 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 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.

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.

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.

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.

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 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.

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.

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

33.2.5 Twenty five (25) 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 earbud or headphone, 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.

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 provided on-site technician, alternate technicians, trainers, and other staff must pass background checks and be approved by County.

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.

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.

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.

34.5 Training: 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 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.

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.

34.8 On-site Technician: Respondent shall provide 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

For pricing purposes Respondent is to propose the following:

34.8.1 16 hours on-site per week for population less than 700 ADP
34.8.2 24 hours on-site per week for population greater than 700 ADP and less than 1,100 ADP
34.8.3 40 hours on-site per week for population greater than 1,100 ADP

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.

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.

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.

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.

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.

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

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.

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 commission.

36.3 Responsibility for Monthly Line Fees: 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.

37.1.4 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.

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.

37.2.4.2 All other commissions will be paid to County.

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

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.

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 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 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.

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.

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.

39.0 COMPANY BACKGROUND

39.1 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.

39.2 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.

40.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals 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.

40.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	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

40.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

40.3 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.

40.4 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 respondent forms, completed W9 form, completed debt form

41.0 EVALUATION PROCESS:

41.1 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 over all 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 assure 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 propose of further clarification and evaluation of the proposals.

41.2 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.

41.3 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.

41.4 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.

41.5 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.

41.6 All proposals submitted are to be valid for a period of ninety (90) days.

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.

44.0 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 Sheriffs Office.

45.0 TERM:

45.1 The contract resulting from this RFP will have an initial period starting 30 days after execution of agreement and continues through November 30, 2018. Fort

Bend County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.

45.2 This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

46.0 REQUIRED FORMS:

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

37.1 Vendor Form

37.2 W9 Form

37.3 Tax Form/Debt/Residence Certification

47.0 EXHIBITS:

Exhibit 1: Housing Unit Breakdown – Jail

Exhibit 2: Housing Unit Breakdown – Juvenile Detention

Exhibit 3: Inmate Tech Activity

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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 or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

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.

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.

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—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—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

[1] See 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 1940

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.*

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. 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[1] The actual owner[1]
5. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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 Assistance.

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.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
_____	_____
_____	_____
_____	_____
_____	_____

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

_____

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

_____ _____

Contractor Signature Date

_____

Printed Name

_____

Title

Fort Bend County Sheriff's Office

Detention Facility

Inmate Technology Request for Proposal Housing Unit Breakdown

Housing Unit Name	Money Kiosks	Telephones (If kiosk does not perform **phone or visits**)	Visitation Units (If kiosk does not perform **phone or visits**)	Multi-Function Kiosks (If kiosk performs **phone and visits**)			Multi-Function Kiosks (If kiosk performs **phone**, but not visits)			Multi-Function Kiosks (If kiosk performs **visits**, but not phone)		
				Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit
East Tower												
1J	0	3	2	2	2	0	2	2	2	2	3	0
1K	0	4	3	3	3	0	3	3	3	3	4	0
1L	0	3	2	2	2	0	2	2	2	2	3	0
1M (mobile units)	0	2	2	2	2	0	2	2	2	2	2	0
2J	0	4	4	3	3	0	3	3	4	3	4	0
2K	0	4	4	3	3	0	3	3	4	3	4	0
2L	0	4	4	3	3	0	3	3	4	3	4	0
2M	0	4	4	3	3	0	3	3	4	3	4	0
4J	0	4	4	3	3	0	3	3	4	3	4	0
4K	0	4	4	3	3	0	3	3	4	3	4	0
4L	0	4	4	3	3	0	3	3	4	3	4	0
4M	0	4	4	3	3	0	3	3	4	3	4	0
6J	0	4	4	3	3	0	3	3	4	3	4	0
6K	0	4	4	3	3	0	3	3	4	3	4	0
6L	0	4	4	3	3	0	3	3	4	3	4	0
6M	0	4	4	3	3	0	3	3	4	3	4	0
8J	0	4	4	3	3	0	3	3	4	3	4	0
8K	0	4	4	3	3	0	3	3	4	3	4	0
8L	0	4	4	3	3	0	3	3	4	3	4	0
8M	0	4	4	3	3	0	3	3	4	3	4	0
Total	0	76	73	57	57	0	57	57	73	57	76	0

Fort Bend County Sheriff's Office

Detention Facility

Inmate Technology Request for Proposal Housing Unit Breakdown

Housing Unit Name	Money Kiosks	Telephones (If kiosk does not perform **phone or visits**)	Visitation Units (If kiosk does not perform **phone or visits**)	Multi-Function Kiosks (If kiosk performs **phone and visits**)			Multi-Function Kiosks (If kiosk performs **phone**, but not visits)			Multi-Function Kiosks (If kiosk performs **visits**, but not phone)		
				Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit
West Tower												
BOOKING (mobile units)	1	5	2	2	5	0	2	5	2	2	5	0
IMAGING	0	2	0	2	0	0	2	0	0	2	2	0
KITCHEN	0	2	2	2	0	0	1	2	2	2	2	0
LAUNDRY	0	1	1	1	0	0	1	1	1	1	1	0
PROPERTY	0	1	1	1	0	0	1	1	1	1	1	0
1F	0	2	2	2	1	0	1	2	2	2	2	0
1G	0	2	2	2	1	0	1	2	2	2	2	0
2A	0	3	2	2	2	0	1	2	2	2	3	0
2B	0	3	2	2	2	0	1	2	2	2	3	0
2C	0	3	2	2	2	0	1	2	2	2	3	0
2D	0	3	2	2	2	0	1	2	2	2	3	0
2E	0	3	2	2	2	0	1	2	2	2	3	0
2F	0	3	2	2	2	0	1	2	2	2	3	0
2G	0	3	2	2	2	0	1	2	2	2	3	0
2H	0	3	2	2	2	0	1	2	2	2	3	0
2SEP (mobile units)	0	1	1	1	1	0	1	1	1	1	1	0
4A	0	3	2	2	2	0	1	2	2	2	3	0
4B	0	3	2	2	2	0	1	2	2	2	3	0
4C	0	3	2	2	2	0	1	2	2	2	3	0
4D	0	3	2	2	2	0	1	2	2	2	3	0
4E	0	3	2	2	2	0	1	2	2	2	3	0
4F	0	3	2	2	2	0	1	2	2	2	3	0
4G	0	3	2	2	2	0	1	2	2	2	3	0
4H	0	3	2	2	2	0	1	2	2	2	3	0
4SEP (mobile units)	0	1	1	1	1	0	1	1	1	1	1	0
6A	0	3	2	2	2	0	1	2	2	2	3	0
6B	0	3	2	2	2	0	1	2	2	2	3	0
6C	0	3	2	2	2	0	1	2	2	2	3	0
6D	0	3	2	2	2	0	1	2	2	2	3	0
6E	0	3	2	2	2	0	1	2	2	2	3	0
6F	0	3	2	2	2	0	1	2	2	2	3	0
6G	0	3	2	2	2	0	1	2	2	2	3	0
6H	0	3	2	2	2	0	1	2	2	2	3	0
Total	1	89	60	62	57	0	35	63	60	62	89	0

Fort Bend County Sheriff's Office

Detention Facility

Inmate Technology Request for Proposal Housing Unit Breakdown

Housing Unit Name	Money Kiosks	Telephones (If kiosk does not perform **phone or visits**)	Visitation Units (If kiosk does not perform **phone or visits**)	Multi-Function Kiosks (If kiosk performs **phone and visits**)			Multi-Function Kiosks (If kiosk performs **phone**, but not visits)			Multi-Function Kiosks (If kiosk performs **visits**, but not phone)		
				Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit
Old Jail												
IF22	0	1	1	1	1	0	1	1	1	1	1	0
IF23	0	1	1	1	1	0	1	1	1	1	1	0
IFSEP (mobile units)	0	1	1	1	1	0	1	1	1	1	1	0
IFVIS	0	0	2	2	0	0	0	0	2	2	0	0
OJVIS	0	0	2	2	0	0	0	0	2	2	0	0
OJ10	0	2	1	1	1	0	1	1	1	1	2	0
OJ11	0	1	1	1	1	0	1	1	1	1	1	0
OJ12	0	2	1	1	1	0	1	1	1	1	2	0
OJ13	0	2	1	1	1	0	1	1	1	1	2	0
OJ14	0	2	1	1	1	0	1	1	1	1	2	0
OJ15	0	2	1	1	1	0	1	1	1	1	2	0
OJ16	0	2	1	1	1	0	1	1	1	1	2	0
OJ17	0	2	1	1	1	0	1	1	1	1	2	0
OJ18	0	2	1	1	1	0	1	1	1	1	2	0
OJ19	0	1	1	1	1	0	1	1	1	1	1	0
OJ20	0	2	1	1	1	0	1	1	1	1	2	0
OJ21	0	2	1	1	1	0	1	1	1	1	2	0
OJSEP (mobile units)	0	1	1	1	1	0	1	1	1	1	1	0
Total	0	26	20	20	16	0	16	16	20	20	26	0
Public												
VISITATION	1	0	27	27	0	0	0	0	27	27	0	0
VISITATION PRIV (hands-free units)	0	0	5	5	0	0	0	0	5	5	0	0
VISITATION DISC	0	0	3	3	0	0	0	0	3	3	0	0
LOBBY	1	1	2	2	1	0	0	1	2	2	1	0
Total	2	1	37	37	1	0	0	1	37	37	1	0
Grand Totals	3	192	190	176	131	0	108	137	190	176	192	0

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

Housing Unit Name	Occupancy	Money Kiosks	Multi-Function Kiosks (If kiosk performs **phone and visits**)			Multi-Function Kiosks (If kiosk performs **phone**, but not visits)			Multi-Function Kiosks (If kiosk performs **visits**, but not phone)			Telephones (If kiosk does not perform **phone or visits**)	Visitation Units (If kiosk does not perform **phone or visits**)
			Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit	Kiosks	Telephones	VV Unit		
Housing Locations	80	0	9	0	0	9	0	0	9	9	0	9	0
Non-Housing Locations	0	0	1	0	0	1	0	1	1	0	0	0	1
Total	80	0	10	0	0	10	0	1	10	9	0	9	1

Fort Bend County Sheriff's Office

Detention Facility

Inmate Tech Activity (July 1, 2016 - June 30, 2017)

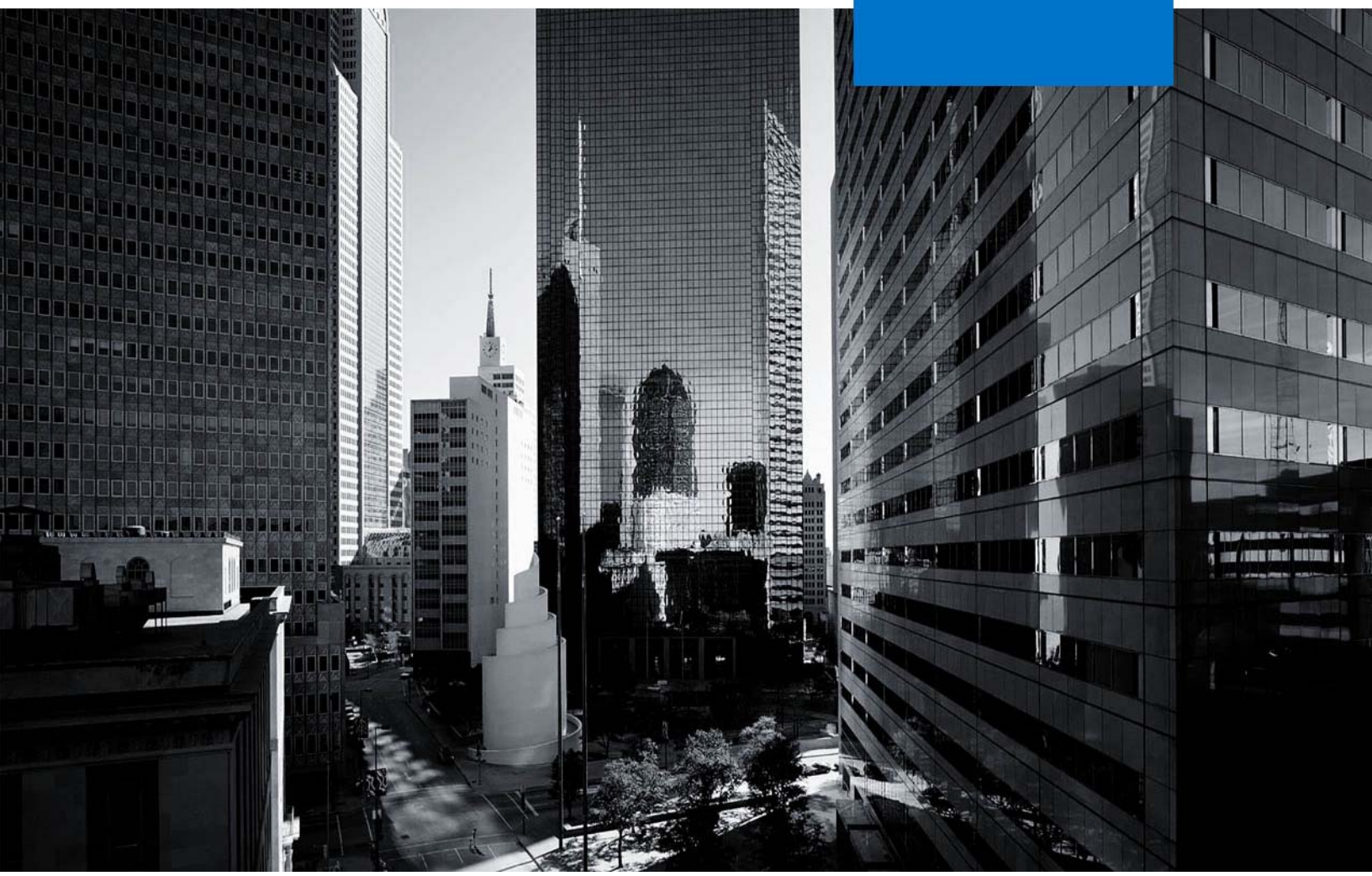
Telephone Calls		Video Visits			Tablet Rentals	eMessages		Money Kiosks	
All (including attempts)	**Completed**	**On-Site Legal**	**On-Site Personal**	**Remote**	Annual Rentals	**Sent by Inmates**	**Sent by Fr/Fam**	Intake Kiosk	All Other (Total before fees)
2,189,205	612,233	8,064	29,532	7,695	1,678	11,261	9,968	$712,542.90	$1,170,509

EXHIBIT B:

CONTRACTOR'S SUBMISSION TO RFP 18-021 DATED OCTOBER 17, 2017

AS ATTACHED TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021

SECURUS Technologies™



REQUEST FOR PROPOSALS RFP 18-021

TERM CONTRACT FOR SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS FORT BEND COUNTY

We exist to **SERVE** and **CONNECT** to make our world safe.

An RFP Solution Prepared for:
Fort Bend County, TX
Request for Proposals Term Contract for Sheriff's Office Inmate Technology Systems Fort Bend County
RFP 18-021
October 17, 2017 @ 2:00 Pm

Presented to:
Jaime Kovar
Assistant County Purchasing Agent
Fort Bend County, TX
Travis Annex
301 Jackson, Suite 201
Richmond, TX, 77469

Presented by:
Robert E. Pickens
President
Securus Technologies, Inc.
4000 International Parkway
Carrollton, Texas 75007

LETTER OF TRANSMITTAL

October 17, 2017

Jaime Kovar
Assistant County Purchasing Agent
Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

RE: Term Contract for Sheriff's Office Inmate Technology Systems (RFP 18-021)

Dear Ms. Kovar:

Securus Technologies, Inc. (Securus) is pleased to submit our response to the Fort Bend County, Texas (County) Request for Proposal (RFP 18-021) for Inmate Technology Systems for the Fort Bend Sheriff's Office. The following documents provide Securus' proposed solution. We have thoroughly reviewed your RFP and feel we are highly confident that we can provide all the products and services that are outlined in this RFP. We are the only vendor who can provide 100% of the technical requirements as well as the best vendor to provide a financially strong offer that balances revenue, rates, commissions and services to keep inmates connected to their loved ones and keep your facility running operationally more efficient.

For the last four (4) years, Securus has served your inmate communications needs. Your County is one of our most highly valued partners, and over the past four (4) years we have developed a relationship built on trust, high quality products and services, superior customer service, and the consistent ability to meet your critical needs. We have shown that we can deliver solutions within your timeline, and have a proven track record of providing products and services to fit your needs. Recent highlights of our relationship include:

TECHNOLOGIES (installed and implemented):

- **Secure Call Platform (SCP)** – inmate calling platform
- **Automated Information Services (AIS)** – interactive voice response (IVR) system
- **Locations Based Services (LBS)** – cell phone location tracking
- **Investigator Pro (IPro)** – voice biometric analysis of entire call
- **THREADS** – data analytics
- **Inmate Tablets** – handheld device with inmate-related applications

PROJECTS (ongoing and completed)

- **IPro, LBS, and THREADS Training –** District Attorney office investigators and sheriff investigative staff thru the years
- **AIS Installation** – Automated systems handles 85 percent of your incoming calls to the facility
- **Inmate Tablet Program** – Full Facility deployment
- **SCP Version Update Rollout** - Securus' next generation of products and services, including the integration of all inmate communications technologies and user friendly interfaces providing rapid data analysis and interpretation
- **Technology Center Visits** (by Major Goodfellow, Captain Brownfield, Lieutenant Quam and Sergeant Simpson) – able to share our roadmap for current and future products and technologies, and hear your needs and concerns (2 visits)

We are proud of these accomplishments, and honored that you are once again considering Securus as your technology partner. We are the most qualified vendor to provide you with the technology solutions we know you need, now and in the future.

As President of Securus Technologies, I am authorized to contractually commit Securus Technologies, Inc. to the terms of this proposal and resulting contract. Please do not hesitate to contact me with any additional questions, or to request supporting information. You may contact me by email at bpickens@securustechnologies.com, or by phone at (972) 277-0300. You may also contact your current Senior Account Manager, Sally Zeitvogel at 210-219-8934 or at szeitvogel@securustechnologies.com.

We thank you for your consideration of the attached proposed solution and look forward to the opportunity to grow our partnership with Ford Bend County. **What you do is important to us, and we are grateful for the opportunity to serve when called.**

Cordially,

Robert E. Pickens
President
Securus Technologies, Inc.
4000 International Parkway
Carrollton, Texas 75007
972-277-0300
bpickens@securustechnologies.com

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EXECUTIVE SUMMARY

Executive Summary

Overview

Securus Technologies, Inc. (Securus) appreciates the opportunity to submit our proposed solution to the Fort Bend County, Texas (County) Request for Proposal (RFP) for the Sheriff's Office Inmate Technology Systems (RFP 18-021). Our response shows we meet and exceed all the requirements set forth by the County.

OUR MISSION

We exist to SERVE and CONNECT to make our world safe.

Headquartered in Carrollton, Texas, and serving more than 3,450 public safety, law enforcement, and corrections agencies and over 1,200,000 inmates across North America, Securus is committed to serve and connect the County. As a long time preferred provider of the County, Securus has unique insight into the specific needs of the Fort Bend County Jail (Facility) facilities, inmates, and constituents. After working side by side with the County for the last four (4) years, we clearly understand your needs and will continue to deliver enhanced communication capabilities to you, the inmates, and the inmates' families.

No one else in our industry is developing the technologies that keep inmates behind bars, constituents safe at night, and our officers safe while they are on the job. Securus is the

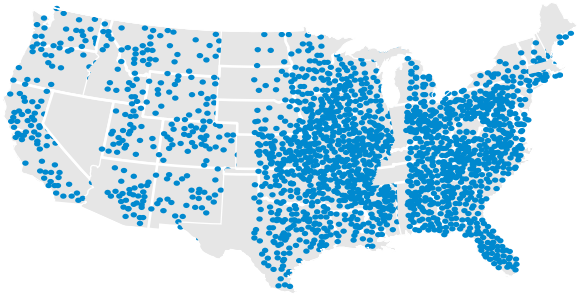
ONLY vendor in the industry consistently developing advanced technology that will bring our facility partners into the next generation of inmate communications. We work endlessly with investigations officers throughout the United States, listening to what their needs are so we can develop the tools they need to keep dangerous individuals off the street.

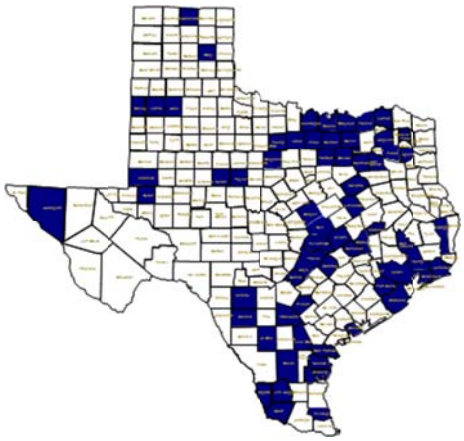
While our competitors are busy trying to acquire each other to expand their customer base, Securus is focusing on strategies that will help our partners, such as your County, meet your goals of building a jail environment where it is safe for officers to work, while at the same time providing inmates with more ways to communicate with their loved ones, all at the lowest possible cost. Our advanced technology provides you with more ways to enhance operational efficiencies and pass on reduced costs to the public.

Experience

Over the past 30 years, Securus has consistently grown organically to where we now serve over 3,000 correctional facilities throughout the United States. We have grown by winning new business and **NOT** by acquiring companies who were in the same business. We focus on acquiring companies that have technologies and capabilities that our customers have been telling us they need. The result is today we have an extensive product portfolio that is the result of over 17 acquisitions that focus on enhanced solutions for law enforcement departments, public safety agencies, correctional facilities, investigators and investigations, and inmates' family members and friends. Our customers trust us to provide solutions that assist them in making processes more efficient, creating a safer work environment for officers, and providing inmates with more ways to communicate with loved ones in the most cost effective way possible.

Not only is our presence strong across the nation, it is especially strong in our home state of Texas. We are currently the provider for most of the largest counties in the state, including Dallas, Denton, Collin, Travis, Brazoria, Comal and Tarrant, to name a few. The following diagrams show customer penetration throughout the United States, as well as in our home state of Texas.





Customer Focused

Securus is committed to family members and friends of the incarcerated. Inmates' families and loved ones often play a critical role in the rehabilitation of offenders by staying in contact during incarceration. This is why we are so focused on providing multiple ways to communicate, including voice, video, and email, all at the lowest possible rates. Lower rates lead to more communications. Securus works with facilities to set rates within regulatory guidelines that strike the desired balance between revenue and call volume.

Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts. Convenience drives account creation, and account creation drives more calling, so Securus has made the funding process easy. To create and fund a pre-paid calling account, family members and friends can:

- Call our Texas based Customer Service center and speak with a live operator
- 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.

Supporting Fort Bend County

Letecia Garcia, your onsite Field Service Manager, has worked in the Facility for four (4) years and will continue to assist the new on site Field Technician that you are requiring in the RFP. Letecia is very familiar with the Facility's operations, jail staff, and the equipment on site. It is her job to ensure that service is never compromised. The new on site Technician and Letecia will focus on minimizing the length of time that equipment is in need of repair. We also have four (4) other Field Service Technicians (FSTs) within a two (2) hour drive that will assist as needed. Our Field personnel are required to carry equipment and spare parts in their vehicles at all times in order to respond to the needs of the jail.

For the past seven (7) years, Sally Zeitvogel has been your Senior Account Manager and will continue to provide overall support to the account. Sally is responsible for product introduction, financials and commissions, contracts, account reviews, strategic account planning, and customer satisfaction reviews. She has worked with the jail staff and Sheriff executive team thru the years to ensure jail needs are met in a timely fashion as well as kept the facility informed of new products and services and then scheduling demonstrations.

Chris Shell, your Client Relations Manager, will also continue to work closely with the County on service related items. Chris has been working with the County for almost a year.

His role is to ensure tickets are resolved quickly and efficiently. He supports the County in the following areas:

- Day-to-Day Service & Support
- Product Utilization Programs
- Pro-Active & Re-Active Communications
- Customer Satisfaction & Value
- Training Support
- Account Review

This team will continue to support the County in the coming years.

Community Service that Cares

In order to better serve our customer base, Securus constructed a state-of-the-art Family and Friends Call Center in Dallas in 2009. It was built in direct response to customer feedback requesting a U.S.-based call center to provide more responsive service. Securus currently responds to 42,000,000 calls each year from family members and friends of the incarcerated.

In addition to the state-of-the-art technology used to support our customers, we have also made a substantial investment in hiring and training our associates to allow them to assist our customers as much as possible. We seek to provide our customers low wait times, first call resolution, and high call completion rates for the millions of customers that we serve.

Security of Fort Bend Data:

Securus takes a 'defense in depth' to information security. This means we utilize multiple layers of security controls to protect the environment from the latest threats so that we can have the most up to date technologies and processes to protect our systems, data and our customers' data from misuse.

Fire Wall and Intrusion Detection Systems – Your data is protected behind strong defenses. You should feel confident that Securus is watching the environment and responding to anomalous activity.

Patch Management – You can rest easy knowing that systems and data are protected from the latest threats and be confident that we are proactive about the security of your data.

Antivirus and Content Filter Products – Securus servers and workstations are protected against viruses, malware, and malicious emails.

Penetration Testing – You are assured we are continually validating our own security measures thru an unbiased third party.

Partnership Value

The County is not just a customer, but a true partner who understands the **REAL VALUE** of our partnership goes far beyond profit margins. In fact, one of the biggest misconceptions we hear is that we make significant profit from our counties and their constituents. However, **Securus profit margins are significantly lower than public communications providers.**

	EBITDA ÷ Revenue		**Net Income ÷ Revenue**	
	Return	Rank	Return	Rank
CenturyLink	38.0%	#1	5.0%	#4
Verizon	37.3%	#2	14.0%	#1
TimeWarner	34.3%	#3	8.0%	#3
AT&T	31.9%	#4	9.1%	#2
T-Mobile US	28.7%	#5	4.5%	#5
Securus	27.9%	Lowest	2.9%	Lowest

Availability

Securus is the only inmate communications provider with U.S. operations for both technical support and customer service. Far too often we hear stories from our partners describing how with their previous vendor outsourced the technical support function. Our partners would then end up speaking to someone in another country that would try to troubleshoot their critical systems over the phone. There would be no one available to provide onsite service at the jail after 5pm. These situations are real and do happen.

Securus works long and hard to ensure that when our partners or your constituents need assistance, they will get a 'live' person on the phone that can help them. We know your jail never closes, and neither do we. Our Technical Support Center (TSC) is Texas-based and takes calls from our facility partners **24/7/365**. We have more full-time field service

technicians than any other inmate technology provider. Our technicians usually arrive onsite within two (2) hours of your initial service call.

We offer family members and friends of inmates a wide range of services from our Texas-based Family and Friends Call Center. We have streamlined our Internet website so families can easily manage their Securus accounts and fund phone time **24/7/365**. We have also added a chat line so that families can get answers quickly instead of being put on hold or going to a voicemail box.

Securus Giving Back to Communities

Securus employees hold a strong belief that our every interaction should be done so as to hold ourselves to the highest levels of service. We not only work to create safer and more efficient facilities, but we seek to support law enforcement activities in the communities we serve. Securus gives back to the Fort Bend community in several ways and we look forward to sponsoring new events in the near future:

- Fort Bend County Behind the Badge Sponsorship
- Fort Bend County Sheriff's Association Golf Charity

EVALUATION CRITERIA

Technical (25%)

As your current provider, Securus is 100 percent compliant with all of the requirements and specifications stated in the RFP. We are best positioned to continue to provide inmate communications services to the County as we grow and expand our long term partnership. By remaining with Securus, there will be minimal downtime during the installation of products outlined in the RFP, as most products required are already in place. Our responses in the RFP encompass the delivery of Inmate Phone System, Video Visitation, Inmate Tablets, Multi-function kiosks and Lobby and Booking kiosks.

Securus is the most knowledgeable and experienced at delivering, installing and supporting the products and services out lined in this RFP.

- Number of SCP Customers installed: over 2,700
- Number of Video Visitation Installations: 200, and 8,000 terminals deployed
- Number of Multi-Function Kiosk installations: 164
- Number of Tablets deployed: 125,000
- Number of Lobby and Booking Kiosks installed: 80 Lobby and 7 Booking

Our fully turnkey solution is fully compliant with the RFP. Our phone system platform, known as the Secure Call Platform (SCP), has over 700 integrated features. It has been installed at more than 2,700 facilities, and is the industry's **most deployed inmate phone system.**

Integrated with our SCP is our industry leading Securus Video Visitation (SVV) technology. We have coupled SVV with our proprietary ConnectUs software to provide an inmate directed kiosk solution that delivers video visitation and a wide range of inmate care applications. SVV has been installed in more than 200 facilities, with over 8,000 video visitation terminals deployed.

In addition, our solution will include all installation, implementation, and ongoing service and support for our powerful, wireless SecureView Tablet program. The SecureView system combines our handheld tablet device with a robust set of applications that provide strong inmate entertainment, education, and rehabilitation services. More than 125,000 Securus tablets are currently in the hands of inmates.

Our proposal includes leading edge Investigative Products that are currently being used by the County to help investigators **solve** current investigations and **prevent** future crime. We conclude our proposal by detailing several optional value-added products that complement the proposed solution.

All installation, implementation, and maintenance of the inmate communications system will be provided at **no cost**. We will also offer full training at **no cost** for the duration of the contract.

Rates and Revenue Generation Plan and Commission Percentage (20%)

Our calling rates abide by all implemented FCC guidelines, and our commission percentages are some of the most attractive in the industry. We are pleased to offer two (2) financial options to the County. The options allow the County to choose the cost proposal that best meets its technology, call rate, and commission objectives. The financial options are fully discussed in Tab 2 of this proposal.

Low Call Rates

Low call rates are important to Securus and we know they are important to the County. They lead to more communication between loved ones and lower recidivism. We achieve a low cost structure and lower rates by taking advantage of a large number of available technologies and infrastructure, including large platforms, multiple data centers, cloud computing and storage, internet telephony, efficient computer languages, and remote monitoring of all technologies through our Network Operations Center (NOC). Securus uses all of these proven high-technology tools to allow inmates to maintain their relationships via voice and video calling at the lowest possible rates.

Maintenance and Support (20%)

Securus' service and support program includes complete maintenance, support, and repair of all Securus inmate communications system hardware and software. Specialized Securus Account Teams ensure that our partners reap the full benefits of Securus' service and support resources. Along with the staff in Dallas, Texas, Fort Bend is supported daily by Sally Zeitvogel, Senior Account Manager. She has been your first point of contact for 4 years. She has overall responsibility for the account and will continue to be your main point of contact. Also working with Sally is Chris Sheil, Client Manager, who supports the County from a customer service aspect. Your onsite Field Service Technician will be responsible for the daily upkeep of equipment on site and handle any break/fix equipment as needed.

Equipment Replacement and Repair

Securus Field Services personnel carry extra inventory at all times. The current Securus on site Field Service Personnel are required to keep inventory onsite to ensure a fast turnaround of equipment that needs replacement. All parts and equipment follow our standard warranty provisions. We traditionally replace 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.

Partner Support

Securus realizes that our partners have a full-time responsibility protecting and serving their community, thus support from Securus' NOC and TSC is available **24/7/365**. 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.

Maintenance and Updates

The Securus solution 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 SCP can be quickly and cost effectively updated when new software and hardware is added. Hardware is replaced on an as needed basis.

Training

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.

Company Background (10%)

Overview

Founded in 1986, Securus and its predecessor organizations have been providing correctional facility communications systems for over 30 years. Headquartered in Carrollton, Texas, Securus serves more than 3,450 safety, law enforcement, and corrections agencies and 1,200,000 inmates across North America. We serve partners in 48 states. Our entire operations including Technical Support and Customer Service are all located in Texas.

We currently partner with over 90 facilities in Texas, including Fort Bend County Jail today We also serve several of the County's adjacent neighbors, including Brazoria County and Harris County. Our network of facilities allows us to provide extended information sharing capabilities to help support multi-jurisdictional investigations and drive greater shared services among law enforcement departments.

Patents and Copyrights

Securus is the leading technology innovator in the inmate communications industry. We have developed and currently own more than 200 technology patents, along with approximately 90 more pending with the U.S. Patent Office. Virtually every large inmate communications provider relies on Securus for technology development, and uses Securus' patented technologies under license agreements.

Value Added Features and Services (10%)

Although not specifically requested by the RFP, Securus Also provides other products and services that the County can consider in the future. These products can be added for a minimal cost to the County. These products and services are outlined in the section of the RFP titled "TAB 5."

Advanced Investigative Technologies

Guarded Exchange LLC (GEX)

Guarded Exchange (GEX) provides full monitoring of inmate calls. GEX operates an investigative call center and utilizes call analysis software capabilities to guarantee a minimum of (*percentage defined by County officials during contract negotiations*) of all calls are listened to and analyzed for suspicious activity. We staff our secure investigative center with Licensed Private Investigators so our partners can be assured that trained, professional personnel have all the assets needed to assist in investigations.

Guarded Exchange's services also include forensic examination of recovered cell phones, computers, and other digital devices. Trained Certified Forensic Examiners (CFEs) unlock, download, and analyze devices, and provide information on pictures, email messages, video, text messages, called parties, and calling parties. Guarded Exchange is a wholly-owned subsidiary of Securus.

Video Relay Services

Securus Video Relay Services (VRS)
The Securus VRS application resides on the ConnectUs platform. Securus VRS provides a complete VRS/VRI solution including all wide area network connectivity required to facilitate communications and interpretation for inmates that are hard-of-hearing or deaf.

Securus Outbound Voicemail

Securus is the only provider in corrections to offer outbound voicemail. Outbound Voicemail is completely unique and allows an inmate to leave a voice message for the called party in the event the call goes unanswered.)

Digital Post Office

Securus' Digital Post Office dramatically reduces contraband entering through traditional postal mail by scanning and electronically delivering mail to SecureView tablets and ConnectUs inmate terminals. Covert Alerts can also be established to automatically text or email investigators upon receipt and upload of mail for a particular inmate.

Televisit

Televisit is a FDA certified and HIPAA compliant telemedicine platform that allows facilities to rapidly begin experiencing the advantages of telemedicine.

Securus EHR

Securus HER is a HIPAA compliant cloud-based Electronic Health Record solution that provides the speed, functionality, and security required by corrections.

Installation (10%)

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. Securus has worked with the County on several installations of products and services, and we will continue to work together on the installation of new services that are outlined in this RFP. We will assign a Project Team who will work closely with your County to ensure each product is deployed on time and to the County's specifications.

Overall Completeness of Proposal (5%)

Securus' response to the RFP is clear and complete. Our full proposal details our comprehensive inmate phone, video visitation, tablet, and kiosk technology portfolio, and discusses how these technologies will specifically address the County's requirements. We have also included all the forms required by the RFP.

WHY SECURUS IS THE BEST CHOICE

We know from working with the County for four (4) years that you want the best and you will not settle for mediocrity in service or products. Therefore, Securus should be your only choice.

We understand you have a choice when selecting providers. We hope to continue to grow our partnership with the County. We ensure we will continue to supply you with excellent products and services, delivering the highest levels of customer satisfaction, confidence, and enthusiasm. We always seek to build trust through honesty, and we hope we have achieved that goal in our relationship with the County over the last four (4) years.

The benefits you will gain from staying with Securus are:

- **Our knowledge of your needs gained from working together over the last four (4) 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 have both gained in working together.
- **Integration with existing processes and vendors.** We have integrated processes, systems, and applications. 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, re-engineering, re-developing, and re-training integration links.

- **No impact on inmates or their family members and friends.** No need to establish new accounts, no need to arrange for refunds of existing accounts, and no need to answer questions about how to set up new accounts from confused end-users.
- **Eliminate unnecessary work by staff.** Staying with Securus means you do not have to make your corrections staff learn to work with a new vendor. No extra training and no new contacts to have to be established.

Best in Class

At Securus, we believe in best in class solutions that make a difference for our customers. There is a clear difference between us and our competitors, and there are a number of reasons why we are the premier choice in inmate communications providers:

Broad portfolio	Top customer service
Patented products	Nationwide adoption
Call completion	Corporate strength
Technology ownership	Competitive advantage

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Conclusion

Securus wants to continue to be your chosen partner and has put forth an offer that provides Fort Bend County with the best technology, the lowest cost to inmates and families, and the best support in the industry. Most importantly, we believe it is our obligation to deliver our services with quality and integrity. Our commitment to Fort 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 Fort Bend County. Thank you for being a great partner. We look forward to working with you in the coming years.

TAB 1 - TECHNICAL PROPOSAL

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 WITH THIS REQUIREMENT.

Securus SCP system provides local, inter-LATA, intra-LATA and international telephone services.

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 WITH THIS REQUIREMENT.

As your incumbent provider, Securus has successfully implemented and installed telephones suitable for an inmate environment, and of the strongest and most reliable industry standards. Securus' phones are equipped with durable housings and armored handset cords are equipped with a steel lanyard (1000-pound pull strength) and secured with a 14-gauge retainer bracket for maximum vandal resistance. However, we will gladly continue to work with Fort Bend County to provide a cord length determined by County which may vary based on installation location. All of our Securus' phones are coinless and tamper-resistant. Our units do not contain any external removable parts.

Below is a generic description of the phones proposed:

Securus' inmate telephones are the strongest and most reliable units available and are designed specifically for the prison environment. Securus is proposing Wintel® brand 7010 phone model. The following information is the manufacturer-provided telephone specifications:

The Industry Standard

These 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:

- Built-in user controlled volume “LOUD” button for ADA-mandated volume control (user must have control of volume amplification, AND volume must reset to normal with hang up to meet ADA requirements)
- Cold rolled steel provides rugged vandal resistant telephone housing designed for inmate use
- Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
- All-in-one electronic dial features modular incoming line and handset connections for quick maintenance. Carbon (HS) and DuraClear® (DURA) Handsets have separate 4-pin connections.
- Heavy chrome metal keypad bezel, buttons, and hook switch lever withstand abuse and vandalism
- Armored handset cord is equipped with a steel lanyard (1000-pound pull strength) and secured with a 14-gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered US: 1DATE05BITC-254, IC: 3267A-ITC254

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

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

All Securus’ phones 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

All Securus’ phones are hearing aid compatible and FCC registered US: 1DATE05BITC-254, IC: 3267A-ITC254. Our units have a built-in user controlled volume “LOUD” button for ADA-

mandated volume control (user must have control of volume amplification, AND volume must reset to normal with hang up to meet ADA requirements)

Securus will continue to provide Fort Bend County with 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 SCP.

TDD and TTY Telephones

The technology provided uses dedicated ports on the SCP system 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 SCP 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 SCP 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.

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

Securus' SCP allows only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international. Securus' SCP requires a positive

acceptance by the called party, and only after positive acceptance will the inmate and the called party will be allowed to talk. Securus' SCP creates and saves a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

Automated Call Processing – (Automated Operator Services)

SCP includes an Interactive Voice Response (IVR) system that provides Automated Operator Services (AOS). This automated assistance 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, SCP's 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." 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."
- Additional options provided by AOS include:

Available Options to Called Parties	Available Options to Inmates
• 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 pre-paid 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 InstantPay (if available)	• 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 schedules or calling restrictions) • Identify themselves by PIN or Voice Biometrics (if configured) • Add, remove, and/or listen to the

• Hear optional marketing message (by request of Fort Bend County) • Block their number prior to accepting a call using SCP's Perma Block technology*	phone numbers on their PAN list (if configured) • Hear optional marketing message (by request of Fort Bend County)

***SCP's automated operator also provides a Perma Block process, 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.**

Positive Acceptance

SCP requires active "called party" acceptance using touch-tones to complete calls. When the called party answers the phone, SCP's answer detection triggers the call acceptance voice message. This message announces the inmate's call and asks the called party to accept or reject the charges of a collect call. The called party is instructed to dial a single digit on their telephone to accept the collect call charges, or hang-up to disconnect the call and refuse charges.

The SCP Mute Acceptance and Call Progression feature can be configured to mute call progression for security purposes; SCP mutes the inmate's line until the system detects positive acceptance key press by the called party. The inmate can never speak to the called party until the end user positively accepts the call. This applies to both collect and prepaid calls.

Creation of call detail records of all call attempts

The Securus Secure Call Platform (SCP) retains call detail records on all call attempts. Authorized users can quickly run reports to spot calling trends, assess monitoring efforts, investigate suspicious activities, and manage phone usage.

Users can customize reports by changing search criteria such as date, time, call duration, telephone number, originating telephone, destination, inmate ID, termination reason, and much more.

The following steps show the ease of producing valuable, customized reports:

1. Place the cursor over Tools. A drop down menu will appear.
2. Move the cursor over Reports to see a menu of standard reports.
3. Click on the type of report you want. SCP will display the appropriate fields associated with that report.

4. Verify the correct Management Level is displayed or make changes as necessary. (This setting allows you to select the facilities, sites, phone groups, or phones you want to search.)
5. Enter your search criteria in the appropriate fields and click Search.

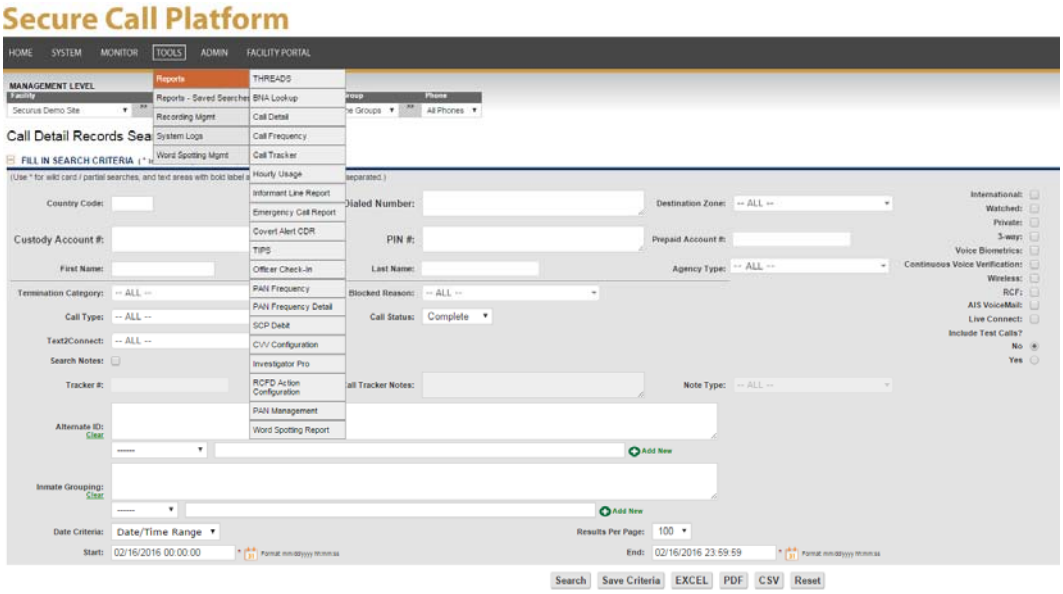
The records matching the search criteria will display. With a single click, the data can be instantly exported to Excel, CSV (Comma Separated Values), or Adobe PDF format.

Users will be able to sort on any of the following data elements.

- Site
- Phone Location
- Country Code
- Dialed Number
- Start Date/Time
- End Date/Time
- Duration
- Account #
- PIN
- Continuous Voice Verification
- Agency Type
- Call Type
- Call Status
- Termination Category
- Block Reason
- Privacy
- Watched
- International
- 3-way Detected
- Remote Call Forward Detected
- Promotional Call
- Text Call
- Language
- DTMF Detection
- DTMF Digits
- Text2Connect Call
- Prepaid
- First Name
- Promotional Call
- Voice Biometrics
- Amount

The resulting report can easily be saved, printed out, or emailed to others.

Selecting a Report to Run



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:

- **Customer Service**
- **Payment/Account Replenishment Options and Methods**
- **Billing Options and Methods**
- **Balance Notification**
- **Supported Call Types (Local, IntraLata, etc.)**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

S Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts. Convenience drives account creation, and account creation drives more calling, so Securus has made the funding process is easy. Families can choose to set up an Advance Connect Account to allow inmates to place calls to them. Families may also put money on Inmate Debit accounts. To create and fund a pre-paid calling account, friends and family members can:

- Call our Customer Service center (1-800-844-6591) and speak with a live operator
- Use our automated interactive voice response system
- Use our mobile-friendly website (www.securusutech.net or www.securustechnologies.com)

- 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 currently does not charge a fee to establishing a prepaid collect account. Friends and family members can expedite the processing payment by utilizing a credit card for a fee of up to $5.95. Securus presently does not charge refund fees.

Customer Service

Payment/Account Replenishment Options and Methods

Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts.

Friend and Family Funding Options	Means to Fort Bend County
In-house Call Center • 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 o 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)	Securus believes the customer experience should not be out-sourced to an outside vendor. As a result, our customer satisfaction scores are 20 percent higher than the industry standard. We are available so that you do not have to use staff time to answer questions on telephone account issues.
Website Access • Create an account • Mobile-friendly • Fund an account o Accept Visa, and MasterCard (all options may not be available to all customers based on our risk management practices) • Manage account (see above description)	This is a popular option for those parties that wish to fund without interacting with a call center agent. Funding drives more calls.

Friend and Family Funding Options	Means to Fort Bend County
Lockbox • Accept personal checks, money orders, and cashier's checks mailed to Securus • No funding minimum	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.
MoneyGram • Fund at over 35,000 Walmart and CVS Pharmacy locations	For those without credit cards or who want immediate account set-up with no minimum fee, we provide funding options at any MoneyGram or Western Union location.
Western Union • Fund at over 58,000 locations	
Kiosks (optional) • Available in lobby	A funding source sent by friends and family members when they visit inmates.

Inmate Funding Options	Means to Fort Bend County
Prepaid Card Vending Machine • Maintenance free • Available in lobby • Promotes usage	You do not have to have your staff handling money. Cards can be dispensed right in your lobby without your involvement.
Inmate Debit • Integrated with trust fund or telephone fund accounts	The integrated option allows inmates access to other accounts to fund telephone calls.
Kiosks (optional) • Available in pod and at booking	A funding source sent by friends and family members when they visit inmates.

Billing Options and methods

Securus offers direct billing as an option to our end user customers. The two main forms of billing including direct bill are:

- A Direct-billed account allows collect calls to be billed monthly from Securus Correctional Billing Services. The called party creating the account will be subject to a credit check (as allowed by state regulations) to create a Direct Billed account
- An AdvanceConnect/Prepaid account allows the inmate's friend or family to fund an account in advance and manage how much money they would like to spend on collect calls. If the inmate's friend or family member wishes to receive more calls, he or she may simply add more funds.

Balance Notification

Securus Correctional Billing Services (SCBS) understands the importance of keeping customers informed of their account balance. Customers can utilize the automated interactive voice response (IVR), a personal website account or speak to a call center representative to get their balance 24 hours a day, seven days a week. For customer convenience, we also utilize an outbound dialer that will contact our prepaid customers when their balance is $10 or less.

Securus also has outgoing message phone dialers for “low balance” and “invoice due” notifications. AdvanceConnect customers will receive up to three, automated courtesy calls when their account balance falls below $10.00. When the customer answers the automated call, they are given the option to be connected with Securus customer service to fund their account. Based on our experience with hundreds of facilities similar to Fort Bend County, this arrangement is the most effective at making sure inmates and their friends and families stay connected.

They are also given the option to pay their bill via our interactive voice response system. If an account has been blocked because funds are low, or a bill is due, users can unblock their account through this convenient payment method. Users can also access Securus Online to pay bills and fund accounts.

When a customer’s AdvanceConnect account falls to a zero balance or a balance of less than the average cost of a call, the customer will be blocked from receiving future calls. Our AdvanceConnect customers will receive up to three more automated courtesy calls.

AdvanceConnect customers can place money into their accounts at any time to begin receiving calls again. They have the convenience of calling our call center, going online at www.securustech.net, going to any MoneyGram or Western Union location, or mailing a check or money order.

Additionally, Securus sends low balance AdvanceConnect account notifications via text to a mobile device or an email address provided by the user. Securus also sends direct bill invoice due notifications via text or email.

Supported Call types

Securus Pre-paid calling services s support local, Intralata, Intrastate, Interlata, InterState and International calls

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 WITH THIS REQUIREMENT.

With Securus' "*Instant Pay™ Program*", real-time called parties are offered the option to set up a prepaid account using a credit or a debit card. Fort Bend may also elect to choose from the feature in Advance Connect called "Single Call Connect" that allows the called party to pay for calls at a lower cost.

When an inmate at your facility attempts to make a call, our validation system will attempt, through multiple means, to connect the call. If the called party does not have a prepaid or post-paid accunt established with Securus, or we are unable to process the call due to local phone company or other restrictions, the call will route to our Instant Pay™ platform. Called parties will be given the option to receive and pay for a single call immediately using one of our Instant Pay™ options rather than be blocked. With Instant Pay™, called parties hear a promotional messaging offering the following options:

- **Pay Now™** – Provides the called party with a 20-second promotional call every 15 to 30 days at no charge and then offers the option to Pay Now™ using a credit or debit card. The called party also has the option to be transferred to our Customer Service Center to open a prepaid, AdvanceConnect™ account.
- **Text2Connect™** – Connects a promotional call made to a mobile phone through the acceptance of a premium SMS text message. The called party's mobile provider charges for the message their mobile phone bill. The called party receives a text message receipt for the SMS text message and is given the option to learn how to open a prepaid AdvanceConnect™ Account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

The Instant Pay™ Program with Pay Now™ and Text2Connect™, from Securus, is unlike any competitive solution because it enables an inmate's critical "first call." The program also creates more prepaid accounts, completes more calls that others cannot, and allows detainees to bond out quicker and more effectively. The Instant Pay™ program's ability to connect almost any call results in increased revenue and reduced administrative burden for our facility customers.

Additionally, Securus; offers our feature *Account Activator.* Securus completes as many calls as possible, and provides the inmate with descriptive prompts as to why a call might be blocked. One of our initiatives for completing every call is our Account Activator application.

For calls to numbers that can't be billed with traditional collect billing methods, Account Activator allows a brief conversation to occur during the first call to that number and then requires the called party to set up an account to receive future calls.

After the brief conversation, the inmate's friend or family member is connected to Securus' IVR in an attempt to set up a billing arrangement. During this time, the inmate is informed of the blocked status and requested to call at a later time while an account is set up for the called party.

Single Call, Advance Connect:

Also available is the Single Call feature in Securus' AdvanceConnect payment product that allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect is flexible in that it allows consumers the choice to pre-pay for multiple calls or pre-pay for a single call just prior to connection using the AdvanceConnect Single Call feature. AdvanceConnect Single Call allows F&F to fund the bare minimum to complete the current inbound call.

- AdvanceConnect Single Call transactions are rated at the FCC-regulated fee ($3 for automated transactions) plus the contracted per minute rate.
- AdvanceConnect Single Call is commissioned at the agreed-upon percentage of minutes-of-use revenue stated in the ITS contract between the facility and Securus.

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

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus provides a robust and flexible prepaid calling program, in addition to traditional collect call service to fund international calls:

- Inmate prepaid card - an inmate purchases prepaid calling card at the commissary and uses their PIN to access the card's funds
- Prepaid account for inmate - Friends and family members can fund an inmate prepaid account through any of the Securus funding options
- Inmate trust fund account - inmate funds directly debited from the inmate's trust fund account (optional, requires trust fund integration)

International Collect Calls

Securus provides traditional Collect calling to North American Numbering Plan (NANP) international destinations such as Canada and some Caribbean locations. Securus recommends not enabling international collect calling to non-NANP countries due to

greatly increased financial exposure. Billing and collection options are extremely limited with little or no rights and remedies for non-payment. For this reason, Securus does not process non-NANP international collect calls and provides additional options to process International calls via prepaid services.

Dialing Plan.

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 WITH THIS REQUIREMENT.

Securus' SCP provides an automated operator with friendly voice prompts that gives information and instructions to both the inmate and the called party. The automated voice prompts are capable of facilitating an inmate's call from off the hook to hang up.

Below are the types of prompts available through the automated operator system.

Call Flow

SCP is capable of operating in a combination of collect call and debit modes depending on the facility and the unique needs of Fort Bend County.

Specific Inmate Calling Process

The inmate calling process is:

1. The inmate picks up the telephone.
2. The inmate hears "For English press 1." [In Spanish] For Spanish, press 2." (Securus can add additional languages on request)
3. "For a collect call, press 1."
4. "For a debit call, press 2."

The following table provides calling options and the associated announcements:

Inmate Calling Options

Inmate Chooses Collect Call Option	Inmate Chooses Debit Call Option

"Please enter your PIN number now." (*repeated*) "Please enter the area code and telephone number you are calling now." (*repeated*) If voice biometrics is being used, "You will be asked to verify your voice now. Please say your name after the beep." If voice biometrics is being used, "Please say the facility name after the beep." "This call is subject to monitoring and recording. To continue, press 1. To disconnect, press 2." "You may hear silence during the acceptance of your call. Please continue to hold."	"Please enter your PIN number now." (*repeated*) "You have (X) dollars and (X) cents." "Please enter the area code and telephone number you are calling now." (*repeated*) "This call will cost (X) dollars and (X) cents for the first minute and (X) dollars and (X) cents for each additional minute, plus any applicable telecom and sales taxes." If voice biometrics is being used, "You will be asked to verify your voice now. Please say your name after the beep." If voice biometrics is being used, "Please say the facility name after the beep." "This call is subject to monitoring and recording. To continue, press 1. To disconnect press 2." "You may hear silence during the acceptance of your call. Please continue to hold."

Specific Friends and Family Process

The following table provides the friends and family process when receiving a call, and the associated announcements:

Friends and Family Receiving Call Process

Collect Call	Debit Call
"Hello. This is a collect call from (*Inmate Name*), an inmate at the Fort Bend County Jail. This call is subject to monitoring and recording."	"Hello. This is a debit call from (*Inmate Name*). An inmate at the Fort Bend County Jail. This call is subject to monitoring and recording."
"To accept this collect call press 1. You may start your conversation now." "To refuse this collect call, press 2." "To prevent calls from this facility, press 6." "For a rate quote press 7."	"To accept this debit call press 1. You may start your conversation now." "To refuse this debit call, press 2." "To prevent calls from this facility, press 6." "For a rate quote press 7."

During the call, random announcements (Voice Overlay) will be heard by both calling and called parties as designated by the Fort Bend County. At one minute before the maximum call duration, the "One Minute Remaining" message is played.

The Securus SCP plays Voice Overlay messages throughout the call as an additional fraud deterrent. The established message may be programmed to play at one-minute increments or random intervals. An example of a Voice Overlay message is "*This call is from* Fort Bend County jail."

Additionally, The Securus Secure Call Platform (SCP) provides customized, professionally recorded voice prompts for specific call progressions and facility requirements. A facility can brand personalized prompts for each attempted call.

SCP voice prompts are configurable and provide options to play multiple messages to inmates and called parties during specified segments of a call. This feature can include adding announcements during call setup, call acceptance, when an event occurs, or to prompt an action from the inmate or called party.

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

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

To ensure maximum security to the system, Securus provisions the trunks in the SCP data center as outgoing-only; ensuring that no incoming calls can reach the inmate. Securus has performed 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 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, 95Oxxx, etc. shall be disallowed.

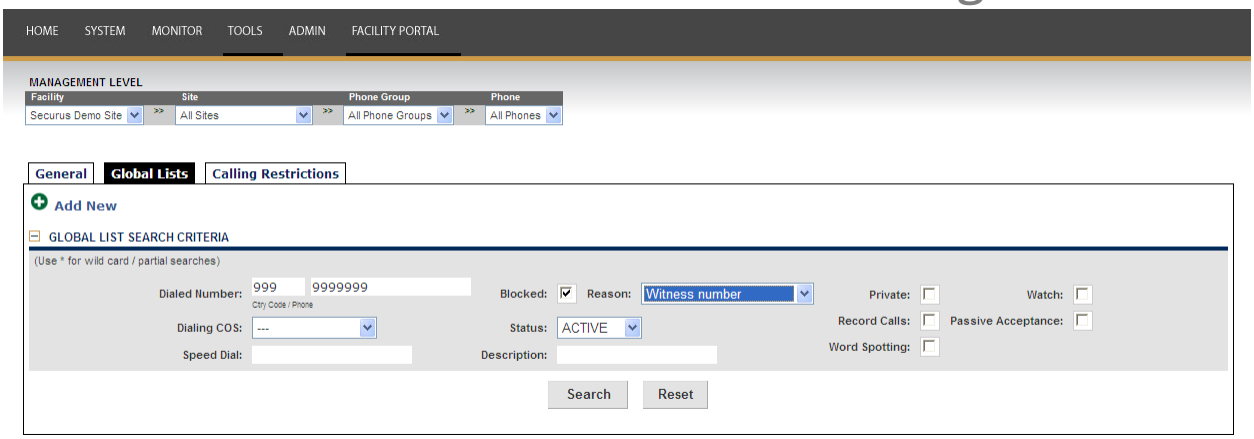
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

With the SCP's feature *"Global Call Blocking"*, Securus will establish a global call blocking table during installation that prevents inmates from making calls to specific numbers. Typically, the database includes numbers to local judges, sheriffs, facility personnel, jury members, attorneys and witnesses. SCP offers unlimited blocking so the call blocking table may contain as many entries as needed.

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.

Authorized facility personnel can administer blocked numbers using the SCP user interface. All blocked numbers have an associated "Note" field stored in the blocked number database to record specific information for future reference.

Global Lists – Number Blocking



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 WITH THIS REQUIREMENT.

Securus Secure Call Platform (SCP) allows inmates to record their name, associated with their custody account and PIN, once. The recorded name is 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, the recording of which is then played to the called party. All pre-recorded inmate names are to be played to the called party when announcing the call.

For maximum flexibility, this function is configurable to use pre-recorded names, or not per inmate, facility, and customer level. A pre-recorded name may also be reset, forcing the inmate to record their name again.

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 WITH THIS REQUIREMENT.

Securus' SCP disallows chain dialing and secondary dial tones. All inmates must hang up before dialing a new number.

Securus dual-tone-multi-frequency (DTMF) detection is part of the fraud prevention tools provided with every SCP installation. The DTMF-detection feature prompts inmates and called parties for keypad entries during call set up and acceptance. This feature prevents inmates from obtaining and using a secondary dial tone to place additional calls.

The DTMF-feature listens for the inmate or called party to respond to a prompt with an entry on their telephone keypad. Based on the keypad entry, the call is either connected or blocked. Additionally, the system can also detect or reject pressed digits after call completion on standard collect calls.

Three-Way Conference Calling Fraud Detection

Our system will also detect if an inmate has attempted to dial another number before disconnecting from the first dialed number, such as a three way attempt Securus holds 15 patents on three-way prevention technology, the best in the industry. With the release of SCP's new digitally clean line transmission; our three-way prevention system has capabilities never before achieved.

After detecting a three-way event, the system will do one of three things (based on the facility's preference):

- Disconnect the call with messaging to inmate and called party
- Mark the call with no interruption to the call

This feature prevents a major fraud practice possible with other automated and live-operator systems. With older technology, inmates can enlist the aid of an outside accomplice to "conference" them, via central office provided three-way calling, to an "unrestricted" line, bypassing system controls. Without the Securus technology, inmates have unrestricted access to the outside world, defeating the facility's objectives and policies and subjecting the public to inmate harassment and fraud. SCP is unique in its ability to detect and foil an accomplice's attempt to activate the three-way call feature by immediately disconnecting the call upon detection. Securus SCP has the unique ability to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

With an accurate three-way detection system, Fort Bend County can retain valuable investigative intelligence while curtailing revenue leakage from calls, which should not be connected. Securus' patented three-way call detection feature has been proven and certified in independent tests.

With all three-way call blocking methods, the technology requires "specific usage finessing" as well as science. Securus will customize its configuration to adjust sensitivity parameters and thresholds for optimum performance.

Three-Way Detection and Prevention

Simply having the best three-way call detection in the industry was not enough for Securus. Recent advancements in our three-way call detection technology leads customers to report our three-way call detection operates almost flawlessly.

This claim is supported by a study by an independent third party, SIBRIDGE consulting, that verified the accuracy of the three-way call detection feature. SIBRIDGE collected and audited call recordings and event logs for approximately 6,000 calls. This test confirmed Securus' overall performance was nearly perfect. No other competitor comes close to our performance.

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 WITH THIS REQUIREMENT.

The Securus' SCP provides telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. SCP also provides video relay services, as well as call restrictions, for hearing impaired inmates using a video relay device. Securus' SCP provides functionality that allows facility personnel to monitor and record-for-replay calls transmitted through both devices. The Securus' SCP also has 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.

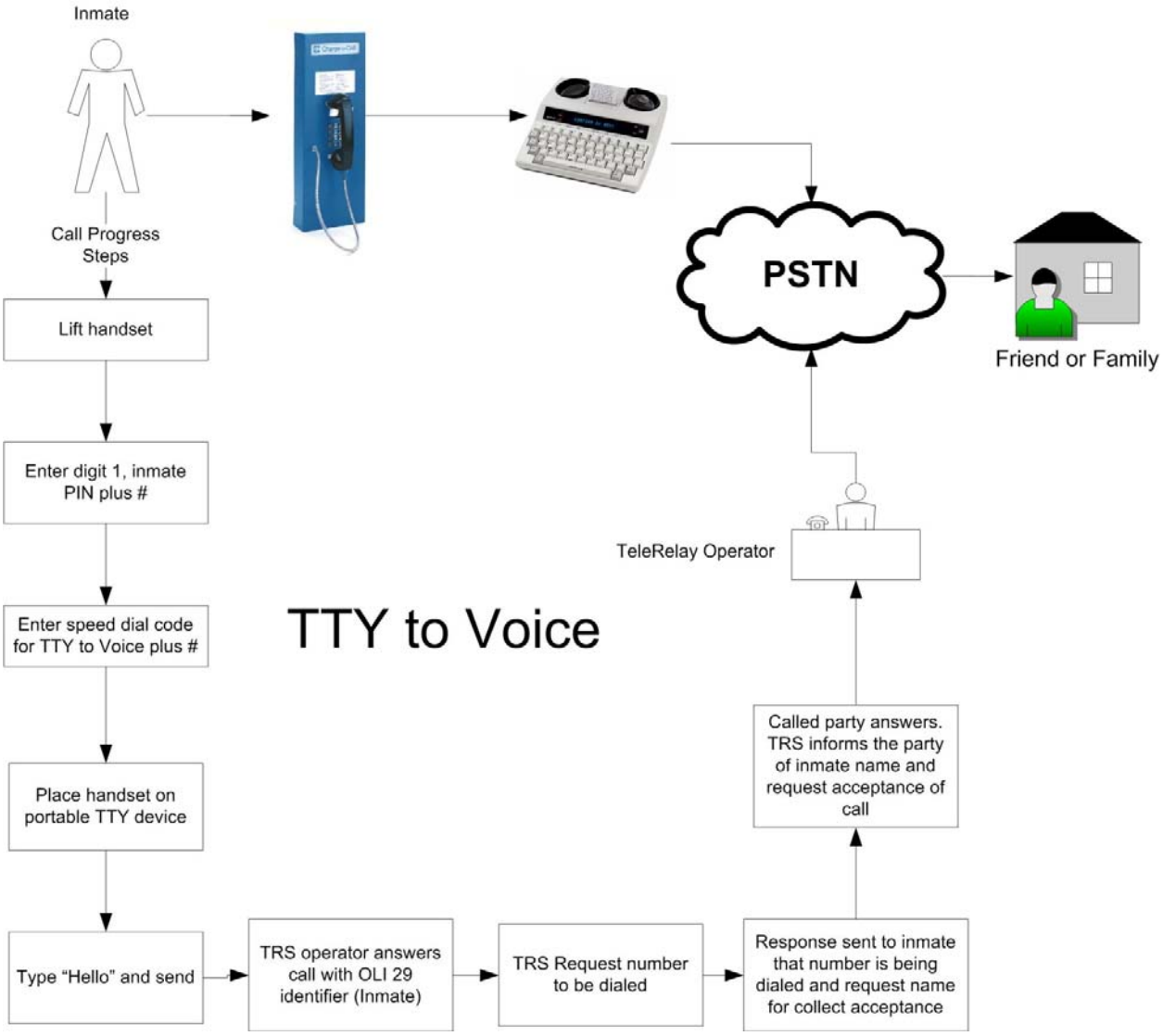
Securus will provide accommodations necessary to comply with the Americans with Disabilities Act (ADA). The Securus program for inmates who are deaf or hearing impaired allows those inmates to place outgoing telephone calls using a text telephone (TTY) device integrated with SCP.

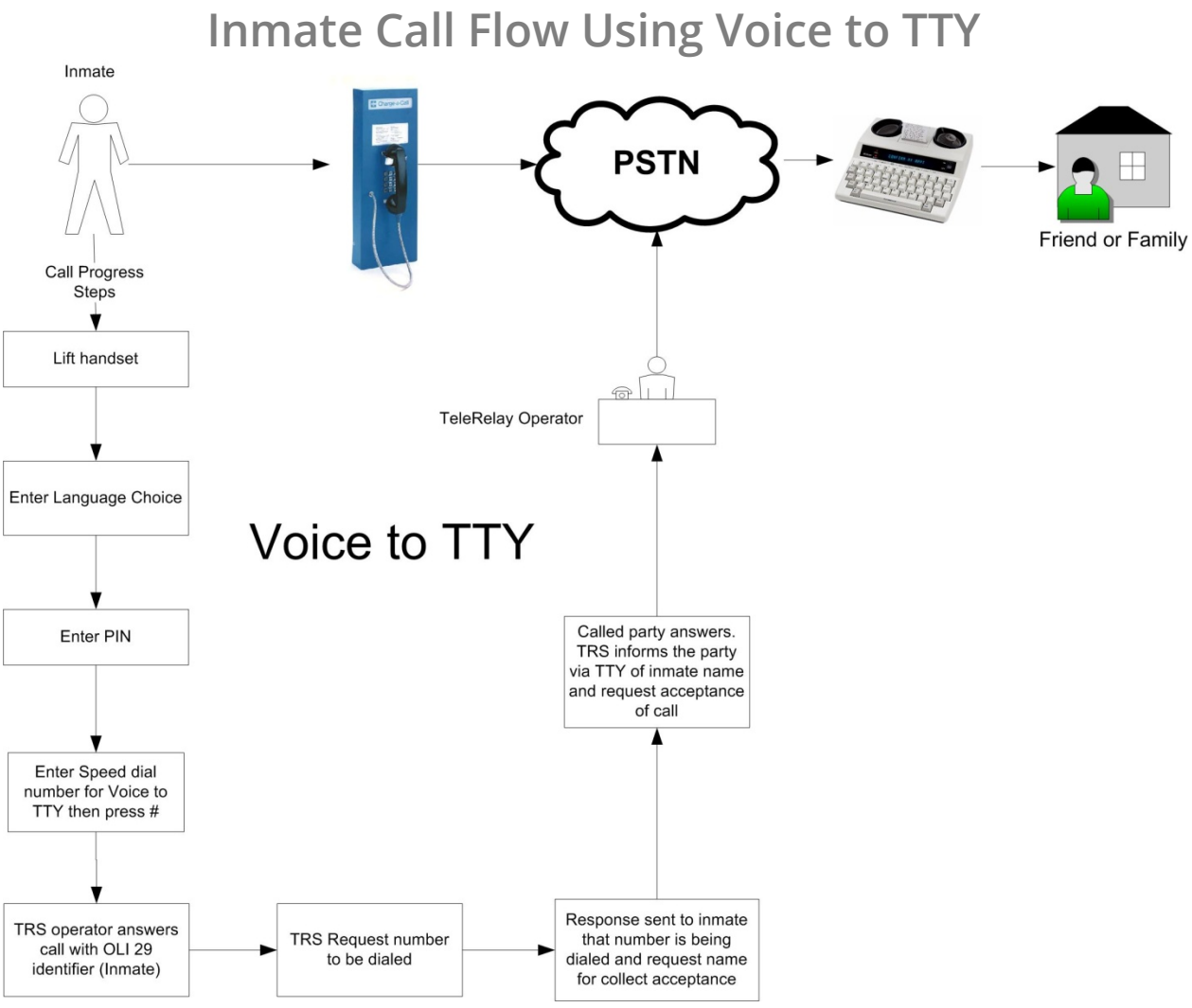
TDD and TTY Telephones

The technology provided uses dedicated ports on the SCP system 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 SCP 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 SCP 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

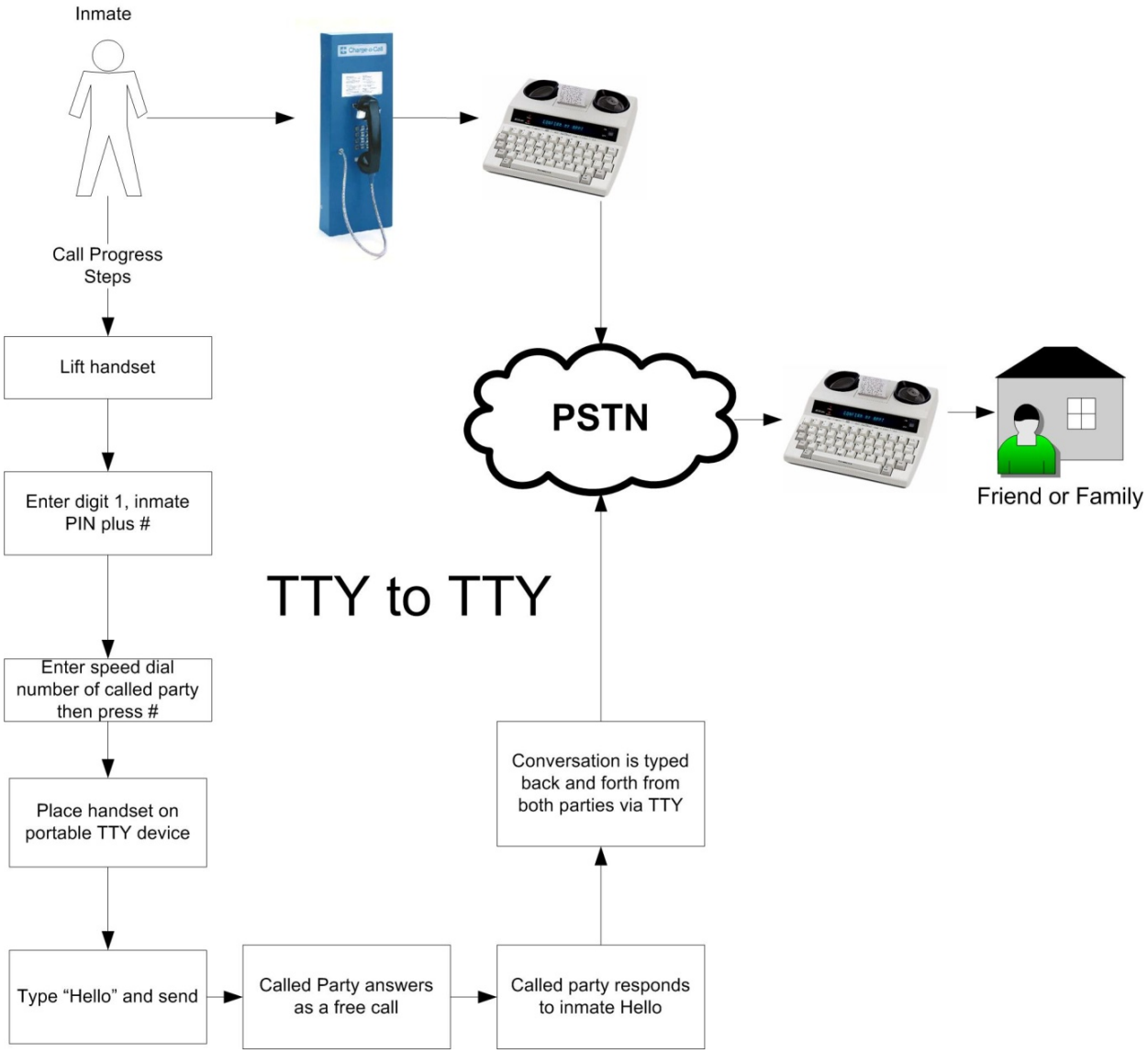




Inmate Call Using TTY Phone Calling Another TTY (TTY to TTY).

When a hearing impaired inmate places a call utilizing 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.

Inmate Call Flow Using TTY to TTY



Video Relay Service (VRS)

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

Video Relay Services offer 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 which prohibit VRS Service providers from interfering with or recording the communication.

Securus VRS addresses all of these challenges so as to provide Fort Bend County with a VRS solution which does more than meet the requirements of ADA compliance – Securus VRS meets these challenges through a high level of integration with SCP. The high level of integration between Securus VRS and SCP provides hearing impaired inmates with "equal access" to communication services while providing Fort Bend County the ability 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:

- To provide VRS capable inmate calling devices which fully conform to the rigorous needs of the correctional environment
- To manage VRS calls using the same controls as are used for traditional inmate calls
- To record VRS calls in accordance with the same recording controls which govern whether or not to record traditional inmate calls
    - Securus VRS is able to record VRS calls due to the fact that 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 SCP to record VRS calls while still remaining compliant with FCC regulations.
- To 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.

Securus VRS highly leverages the standard inmate call management control structures used by SCP for traditional inmate calls, including the following:

- Calling Schedules
- Max Call Duration controls
- Calling Restrictions
- Calling Velocity
- Specific called party phone number controls both globally and on inmate PAN lists
- Control over which calls to record
- Inclusion of VRS calls in inmate calls collected for investigations and evidence

The power of this level of integration between Securus VRS and SCP means that Fort Bend County can set "inmate calling policies" which apply equally to all inmate calls including VRS calls or to set unique policies for VRS calls.

Inmate access to Securus VRS is provided as an application available through ConnectUs – the controlled inmate interface provided on inmate kiosks. Because ConnectUs is configurable to include numerous applications to Fort Bend County inmates, the same terminal providing Securus VRS calls can also be used for standard inmate calling, Securus Video Visitation, Inmate Forms, and more.

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 is able to prevent the unauthorized use of Securus VRS to place free calls, the Securus VRS is also integrated with SCP to allow Fort Bend County to designate which inmates are allowed to place VRS calls. The Securus VRS ConnectUs application will require inmates to enter both their designated inmate ID as well as their issued calling PIN before being allowed to place calls. To accommodate the needs of the hearing impaired, Securus VRS can be configured in designated booking &/or intake areas to not require the use of inmate PINs to place VRS calls through Securus VRS. By these controls, Fort Bend County is provided both security over VRS calling as well as 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.

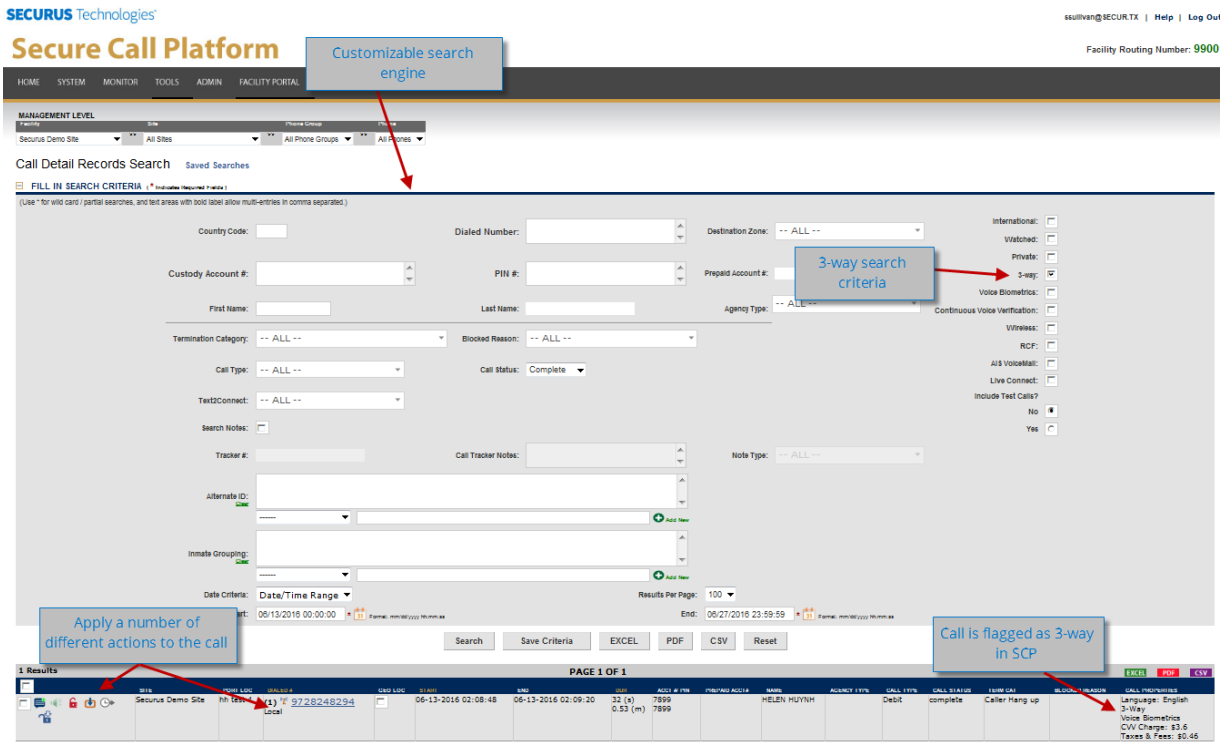
28.3.11 Three-Way Calling Detection: The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each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

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus' SCP is able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt has the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. SCP monitors each line for events that appear to be a three-way call attempt from the called party.

Three-Way Call Report

Three-Way Call Report – Investigators can run a comprehensive three-way report to display calls that have been flagged as having three-way activity. They can also use additional features to understand what happened to the call, make notes on the call, (and much more) – to uncover why the inmate attempted to "hide" the number. SCP can then be used to correct the behavior or flag the inmate or dialed number for further investigation.



The Securus three-way call prevention system is one of the best three-way call detection systems in the world and is protected by several patents. Independent tests have proven and certified the effectiveness of the Securus three-way call detection feature. With the

release of the Securus digitally clean line transmission, our three-way prevention system has increased its capabilities to efficiencies never before achieved.

A facility can direct the system to do one of two things after detecting a three-way event:

- Disconnect the call with messaging to inmate and called party, and note the event in the call record
- Mark the call in the call record with no interruption to the call

This feature prohibits a major fraud practice possible with other automated and live-operator systems. With traditional systems, inmates enlist the aid of an outside accomplice to "conference" them, via three-way calling, to an "unrestricted" line, bypassing system controls. Without three-way call detection, inmates have unrestricted access to the outside world, defeating the correctional objectives and policies of the institution and subjecting the public to inmate harassment and fraud. SCP is unique in its ability to detect and defeat an accomplice's attempt to activate the three-way call feature. SCP has the unique ability to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

Detecting and preventing three-way or conference calls is a very important aspect of an inmate calling system and Securus leads the industry in this area. We would be pleased to demonstrate these tests and accuracies as needed for Fort Bend County. With an accurate three-way detection system, Fort Bend County can retain valuable investigative intelligence while curtailing revenue leakage from calls that should not be connected.

With all three-way call blocking methods, the technology requires "specific usage finessing" as well as science. Securus will customize the configuration to adjust sensitivity parameters and thresholds for optimum performance.

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 WITH THIS REQUIREMENT.

Securus' SCP "*Crime Tip*" feature provides a no-charge, speed-dial number that connects to a recorded message system for inmates to anonymously report criminal activity within the facility, or to provide information related to criminal investigations.

The Securus Crime Tip feature is an inmate crime reporting tool that gives inmates an anonymous and secure way to provide crime tips to corrections officers. The Secure Calling Platform (SCP) system anonymously records all messages left on the Crime Tip Hotline, so inmates do not have to risk 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 tips are anonymous as a default, informants may choose to leave their name.

The Securus Crime Tip feature includes:

- A pre-arranged 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 way to generate reports of all recorded messages with the date and time of the message
- A way to leave an anonymous reply message to the inmate

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 WITH THIS REQUIREMENT.

Securus' SCP *'Reverse Lookup"* provides at no cost to Fort Bend 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 are reported in text and displayed on a map.

Reverse Lookup

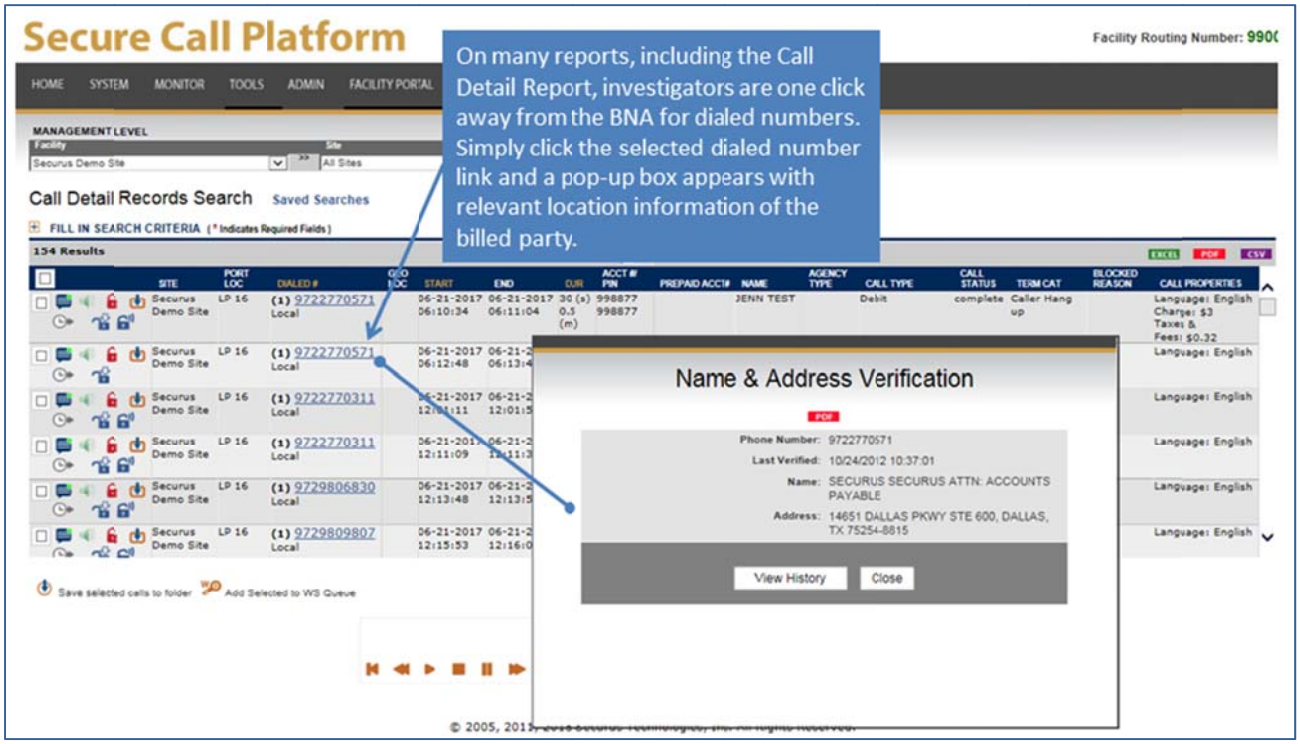
The Securus Secure Call Platform (SCP) reverse lookup feature identifies the billing name and address (BNA) of a dialed phone number captured in a call detail record. Users can easily point, click, and initiate a BNA search for the number in private and external data sources. This search process is unique in the industry, providing the most accurate BNA information possible.

When the search returns a positive match for a destination phone number, a pop-up box appears on the screen with phone number's billing name, billing address, and the date the number was last verified. Unlike other similar tools in the industry today, the Securus fully-integrated reverse lookup feature is provided at no additional cost.

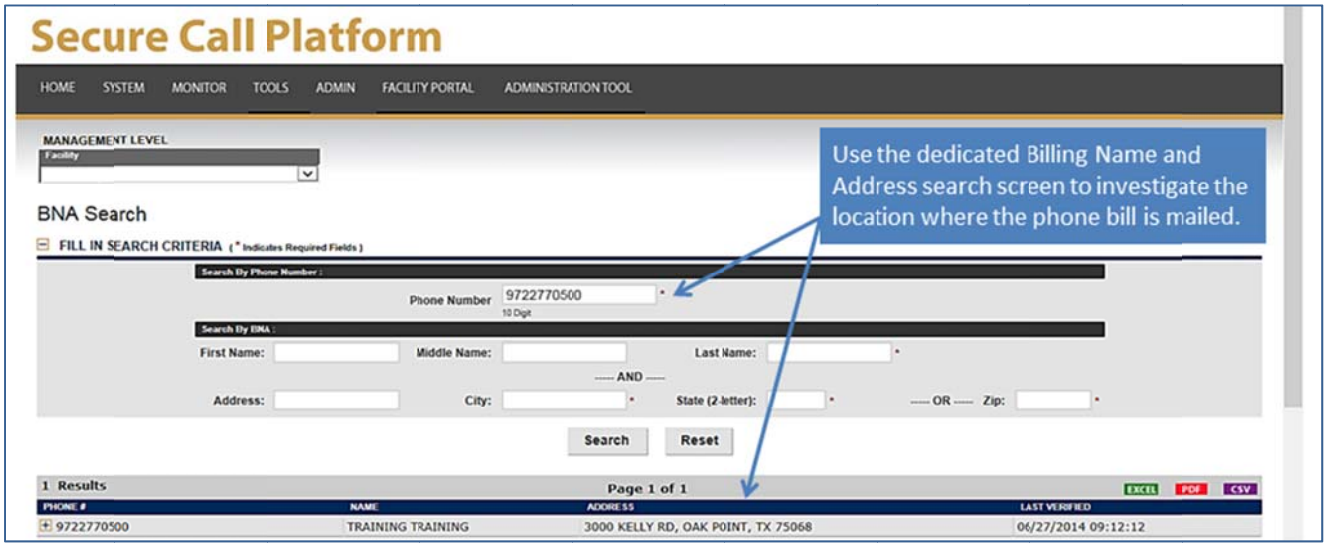
Reverse lookup allows users to access results from anywhere the number exists in SCP such as:

- Call detail reports
- Blocked number lists
- Global allowed lists
- Call frequency reports

Dedicated BNA Search Screen



Dedicated BNA Search Screen, continued



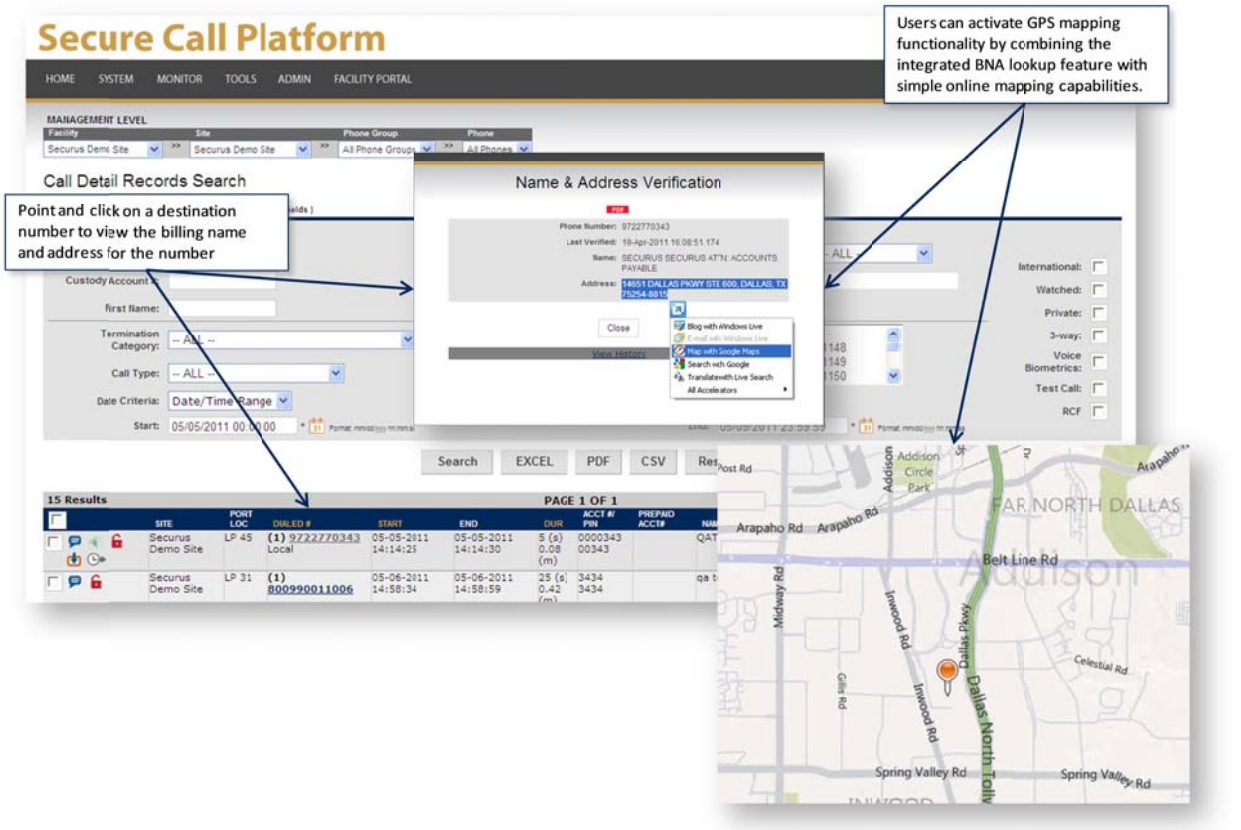
Reverse Lookup and Personal Allowed Numbers (PAN)

If using PAN management, SCP allows authorized users to associate the BNA information to a phone number on the PAN list. This feature allows administrators and investigative staff to view BNA information without an additional search. The Securus reverse lookup feature offers a comprehensive ad hoc search tool giving an authorized user the ability to enter criteria ranging from first name, last name, address, city, state, and ZIP to obtain this information on demand.

Viewing BNA Information on an Online Map

Securus SCP integrates with Google Maps proving a quick and easy way see the physical location of the address associated with a telephone number. Highlighting any telephone number and clicking it renders a Google Map on the screen.

Mapping BNA Information



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 WITH THIS REQUIREMENT.

As your incumbent provider, Securus will continue to provide at no cost to Fort Bend County with our automated answering service "*AIS*", a solution for all incoming calls to a desired phone line that provides assistance for general public callers with frequently asked questions. Securus will continue to partner with the County on the necessary features, functionality and interface on AIS.

Automated Information Services 2.0

Automated Information Services (AIS) is the industry's first and only hosted, interactive voice response (IVR) system that provides general facility and inmate-specific information

to detainees and outside callers over the phone. AIS also can be configured to enable inmate family members and friends to open or fund a prepaid calling account or an inmate's trust using their phone. These additional funding options make it easier for family members and friends to contribute funds, increasing a facility's potential commissionable revenue.

All functionality is available around the clock, allowing constituents to access the system whenever they need it. AIS can be configured to provide callers:

- Criminal charges
- Bond amounts and types
- Court dates, times, and locations
- Projected release date
- Commissary balance
- Visitation eligibility
- General facility information
  - Facility location
  - Directions
  - Hours
  - Mailing policies
  - Visitation policies
  - Money deposit policies

AIS retrieves information from a facility's various management information systems, including jail management and court systems, every 15 minutes. The service offers an English and Spanish interface, text-to-speech playback of inmate names, and a touchtone and speech recognition interface. Family members and friends access AIS by calling the facility's normal telephone number. Inmates access their information by dialing a speed-dial code from any inmate telephone.

Additional AIS benefits include:

- Improved efficiency – quickly answering inmates, family members, and friends while freeing staff to focus on other responsibilities
- Use of phone system already installed – no need for additional hardware or wiring
- Answer 90 percent of inmate questions currently answered by corrections officers

- Reduce calls answered by staff by 80 to 90 percent – AIS provides 24-hour access and eliminates most common calls
- Realize a 200 percent increase in answered calls – able to assist callers who might otherwise hang up because of extended wait times
- Reliable system – 99.9 percent uptime service level agreement
- Usage summary emailed to the facility every month
- Increase commissionable revenue by allowing another funding method

AIS Return on Investment

Most facilities find incoming phone calls to be an administrative burden. Securus estimates that an average facility receives one half telephone call per day, per inmate, with each call averaging four minutes. Inmates ask facility personnel an additional one half question per day. These activities consume administrative resources and take personnel away from their primary responsibilities.

Monthly Time Consumption per Inmate

1 inmate X ½ call X 4 min X 30 days = 60 minutes

AIS 2.0 Value Automation

Incoming Requests:	AIS automates 80 percent of administration requests, which results in a savings of 48 minutes per ADP per month
Inmate Requests:	AIS automates 90 percent of inmate requests, which results in a savings of 54 minutes per month per ADP

Testimonials

"The system has drastically reduced the need for staff to handle calls from the public [asking for] information on inmates. The system also is capable of handling many more calls coming in than staff could ever respond to. Inmates can also access their own information which has reduced "kites" by over 50%. Deputies are less distracted by inmates seeking information and can concentrate on their primary duties (Safety and Security of the Facility). The automated system has streamlined inmate information access which has had a direct effect on operational efficiency."

- Lt. Mark Martin, Jefferson County Sheriff's Office

"Someone came back from vacation just after AIS was installed and reported that there was a problem with the phones because they weren't ringing anymore."

- Lt. Hammond, Lorain County

"Our deputies love it, so I love it. We're now saving over two officer's worth of time!"

- Dee Sandy, Miami County

29.0 TECHNICAL SPECIFICATIONS (VIDEO VISITATION):

29.1 Video visitation service requirement: The system must be capable of providing on- site and remote video visitation service.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus is pleased to offer Fort Bend County the Securus Video Visitation system, enabling safe, secure on-site and remote visitations with fewer burdens on facility staff. This advanced solution provides multiple benefits, including:

- Enhanced facility security by reducing the possibility of inmate confrontation
- Reduction in inmate and visitor movement through a facility
- Improved inmate communication with legal representation, bail-bondsmen, family, and any other persons authorized by Fort Bend County's administration
- Reduction in contraband infiltration
- Increased security for visitors

- Increased inmate and visitor morale with increased opportunities to visit
- Reduced man-hours needed to escort inmates and visitors to visiting areas
- New revenue stream for the facility through paid visitation sessions

The Securus Video Visitation solution is a centralized system, similar to our Secure Call Platform inmate calling system, with regular technology and feature upgrades. Securus easily enables new features and modules through the centralized system, even after installation.

Anywhere Visitation

This method allows remote visitors, such as friends and family, bail bondsmen, probation officers, and attorneys secure communication with inmates from outside the facility via a broadband internet connection.

Remote visitors access Securus Video Visitation through the Securus APP or www.videovisitanywhere.net website. Remote users need only a phone, tablet, computer, or other mobile device with a built-in or external webcam, a microphone and speakers, or a headset.

Family and Friends can obtain an approved account profile from *remotely* by sending their picture and driver's license. *Securus is the only company that offers this feature*.

From the mobile APP or website, visitors select the facility and inmate with whom they would like to visit and then can:

- Create, reschedule, and/or cancel a scheduled video visit session
- Pay for the scheduled session with a credit or debit card
- Apply for remote video visitation privileges from the facility
- Join a visit session with inmates (no officer intervention required)

How It Works: Anywhere Visitation

Inmate's family, friends, and others, e.g. attorneys, can access Securus Video Visitation through the mobile app or by going to www.videovistanywhere.net using any standard internet browser on a computer or other mobile device. This website allows users to establish an account, schedule and pay for a remote video visitation session, and view account activity.

When a user logs on using the video visitation website or mobile app, they select the facility and inmate they wish to visit. The system will show the available dates and time from which they can pick, and through integration with the Jail Management System, the scheduling application automatically schedules visits according to the housing location of the inmate in the facility, available terminals at that housing location, and available video visitations times. Remote video visitation sessions are charged on a per-session rate, and friend and family can pay using a debit or credit card.

How It Works: On-Site Video Visitation

This is the classic type of inmate video visitation where visitors and inmates can communicate with each other via video. The visitor arrives at the facility's visitation area and, after security verification, is allowed to sit at a terminal.

When prompted, the inmate identifies himself on the terminal using single or dual password authentication and the session is started automatically, requiring no officer intervention.

Visitors are able to schedule their onsite visitation in three easy ways:

- Securus Mobile app- Visitors can schedule their onsite visit by downloading the Securus app to schedule their next onsite visit
- Onsite terminal – Visitors can schedule using one of the touch screen terminals configured for scheduling their next onsite visit
- Visiting www.videovisitanywhere.com through a mobile device or computer

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 WITH THIS REQUIREMENT.

The Securus sPhone™ is the most flexible video visitation product on the market today, designed to give Fort Bend County unmatched efficiency and flexibility.

The sPhone, with a smaller footprint than a traditional video visitation kiosk, uses existing facility telephony wiring. It is available as both PoE (Power over Ethernet) and two-wire connection; this means it can be installed where regular inmate telephones now exist. This makes the sPhone much easier to install and move around.

The housing is strong enough to prevent vandalism and is designed to prevent the introduction of contaminants. The case and touch screen are environmentally sealed and easy to clean. The rounded shell has no sharp edges or corners, providing another layer of protection to prevent the inmate from self-harm. The unit's shape, small footprint, and low profile reduce the amount of leverage available to intentionally damage the unit. Display information will be projected from the processor through a thick, transparent, break- and scratch-resistant screen.

The sPhone uses a reinforced handset cord anchor to meet or exceed AT&T "Gorilla Phone" specifications. (“Gorilla Phone” must meet or exceed tensile pull strength of 1000 pounds.)

The following specifications apply to the Power over Ethernet and two-wire sPhone™ units:

- Minimum data cable type: CAT-3 (for 10BaseT Ethernet), CAT-5e (for 10/100/100 BaseT Ethernet)
- Recommended data cable type: CAT-6 (for 10/100/1000 BaseT Ethernet)
- Maximum data cable length: 328 feet (100 meters) for Power over Ethernet or 4,000 feet (1,524 meters) for two-wire
- Electrical: Type 1 (IEEE 802.3af-2003) for Power over Ethernet or a proprietary method for two-wire

- Power consumption: 7 watts, average; 15 watts peak
- Dimensions: 10.5 inches tall x 13 inches wide x 3.25 inches deep
- Weight: 13 pounds

The following environmental requirements apply to the Power over Ethernet and two-wire sPhone units:

- Operating Temperature +32°F~+122°F (0°C~+50°C)
- Storage Temperature -4°F~+140°F (-20°C~+60°C)
- Relative Humidity 10%~90% (non-condensing)

Fort Bend may also choose to deploy our XL terminal.

Video Visitation Terminal

Video visitation terminals are configured to meet the County’s requirements.

The Securus Video Visitation terminal is a correctional facility grade, tamper-proof steel enclosure. The wall-mounted terminal has a shatterproof touchscreen, a high-resolution video camera with integrated lighting, and tamper-proof, and a heavy, molded plastic handset with an armor-reinforced cord for audio communication.

The proposed SVV terminals include, at a minimum, the following:

- A correction grade hardened steel enclosure
- One correction grade audio handset per terminal for the inmate, and two detention grade audio handsets per terminal for the public

- A shatterproof LCD monitor with integrated camera
- Spill-proof enclosures
- Terminals without openings exposed to the user, including all wiring and ventilation holes
- Terminals without any external hinges
- Terminals that are powered by 110 VAC
- Rounded tops and corners
- Terminals with built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes and/or disables during all other functions
- Terminals that use a standards-based video conferencing CODEC
- Options for powering the units on and off

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

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The sPhone™ and the XL terminals both includes adjustable volume controls.

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 WITH THIS REQUIREMENT.

29.3.1 Visitation processing: 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Because Securus Video Visitation (SVV) is a **100%** Web-based video visitation platform and integrated inmate kiosk solution specifically designed for correctional facilities, it will provide Fort Bend County a system that automatically schedules and processes visitations. Authorized personnel will retain the power to approve visitations and override visitation rules when necessary. The SVV session generates a call detail report on all visitations.

Scheduling a Visitation

SVV makes the complex tasks of scheduling sessions and managing user accounts easy and secure for the facility, the friend or family member, and the inmate. Family members and friends may use one of the following three methods to schedule a visitation for approval:

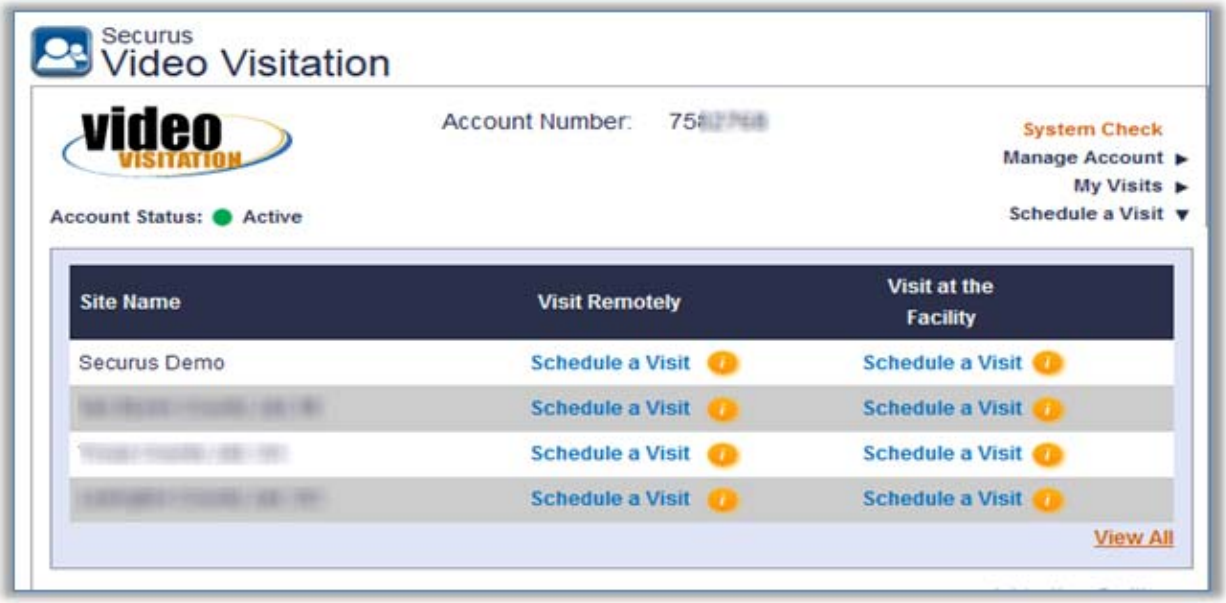
- Securus Mobile app- Visitors can schedule their onsite visit by downloading the Securus app to schedule their next onsite visit
- Onsite terminal – Visitors can schedule using one of the touch screen terminals configured for scheduling their next onsite visit
- Visiting www.videovisitanywhere.com through a mobile device or computer

To begin, visitors must create an account for approval using the mobile app, an onsite terminal or by going to www.videovisitanywhere.com. Attorneys have a separate registration process. Attorney accounts require additional verification, such as a Bar ID.

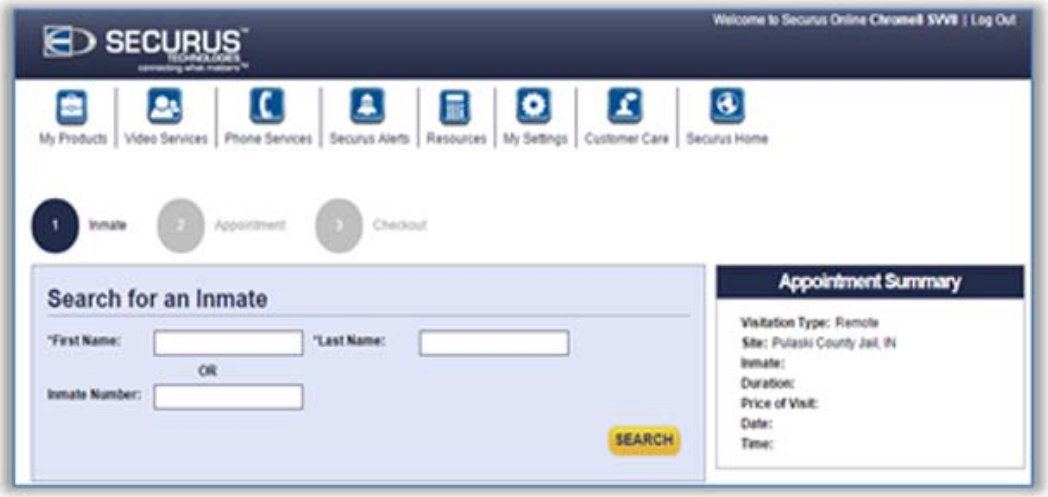
Facility personnel must approve and authorize a user's registration before visitation sessions can be scheduled. This process allows the County to verify a visitor's eligibility to visit with an inmate. When the facility staff approves the account request, the visitor receives an approval email and can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

Step-by-Step Scheduling Process

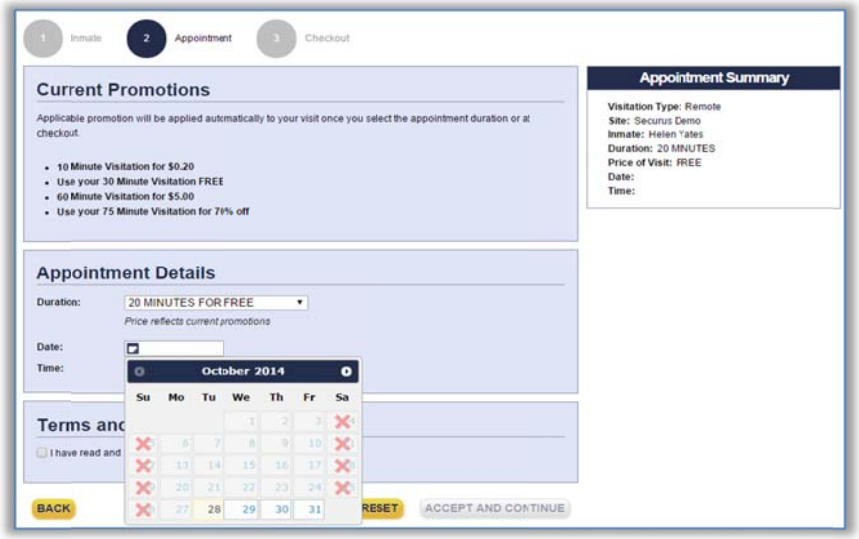
1. During the registration process the family or friend user adds facilities to their account for where they want to schedule visitations. When the user goes to schedule a visitation they can then choose the facility and between "Visit Remotely" or "Visit at the Facility" options and select "Schedule a Visit"



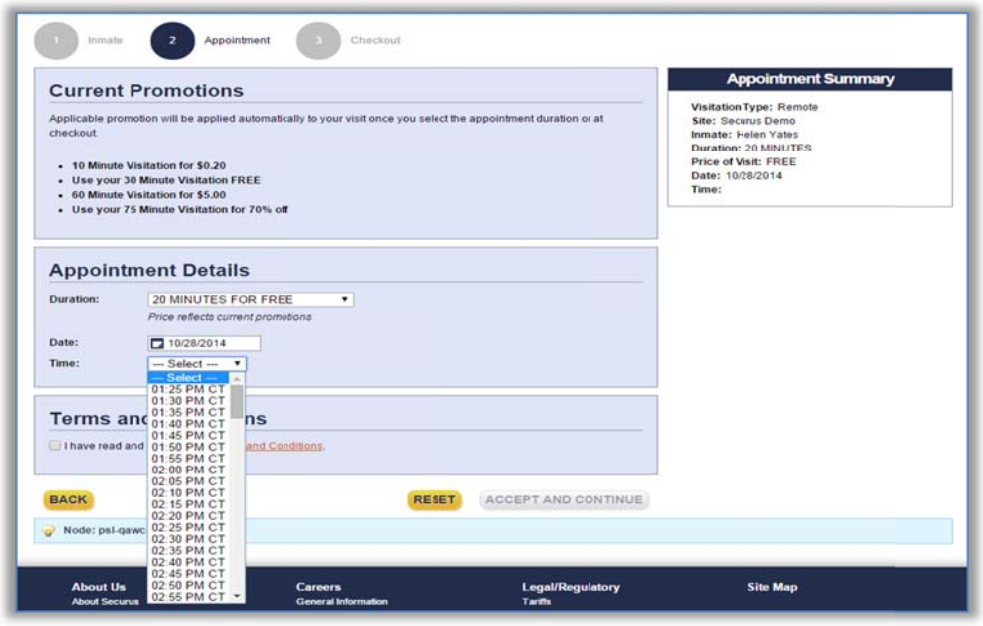
2. Users can search by the inmate's first and last name or by the inmate's number. Inmate location and availability is determined by integrating with each facility's Jail Management System (JMS).



3. After selecting an inmate, the appointment page will display current promotions that are specific to the facility.

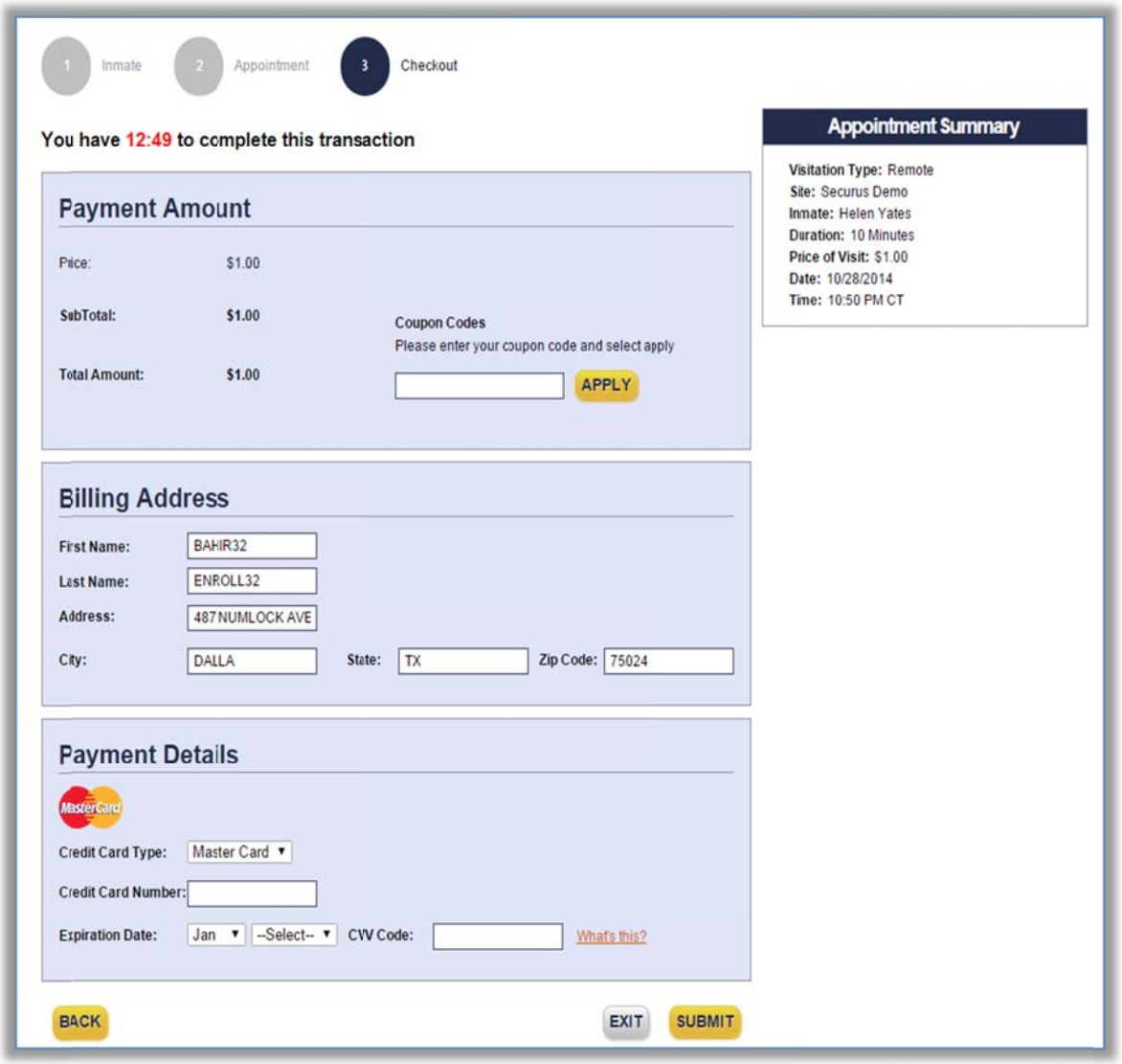


4. The user will select the duration with the associated cost, date and time of when they would like to visit.



5. After the user clicks “Accept and Continue” the user will be directed to a payment screen that will allow for a total of 13 minutes to complete the checkout process. The user can

view the appointment summary and input a coupon code that can be applied to the transaction.



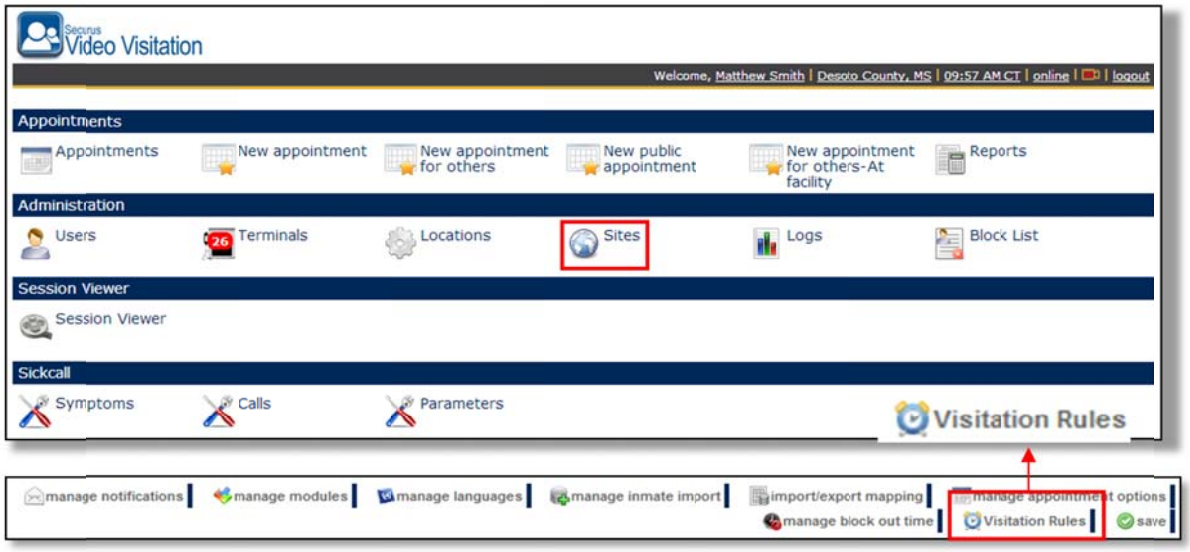
When scheduling an appointment on the Securus Video Visitation system there is a waiting or "buffer" period between when the visitation session is scheduled and when it takes place. The minimum time between when family and friends schedule the session and when it takes places is configurable between 1-48 hours based on the needs of the facility. The SVV system's default setting requires at least 24 hours' scheduling notice prior to the specified date and time of the visit. However, the facility will have the ability to bypass the waiting period and schedule a visitation session within the 24-hours, if needed.

Customizable Scheduling Feature

Fort Bend County will have the ability to customize the available visitation schedules through the visitation rule feature. The Securus Visitation Rule engine is the most robust in the industry. Visitation Rules allows the creation of quotas for the frequency of visitation by user, terminal, location, user group, and site. This feature allows authorized facility personnel to create and enforce rules such as allowing the Inmate User Group to have a maximum of two (2) on-site visits per one (1) week. Visitation Rules do not apply to Emergency calls.

Visitation Rules are accessed through the SVV application at https://securusvideovisitation.securustech.net/. Select the “Sites” icon, and then choose “Visitation Rules” from the bottom navigation bar. Other items accessible only by Securus administrators appear in the bottom navigation bar such as “manage modules.”

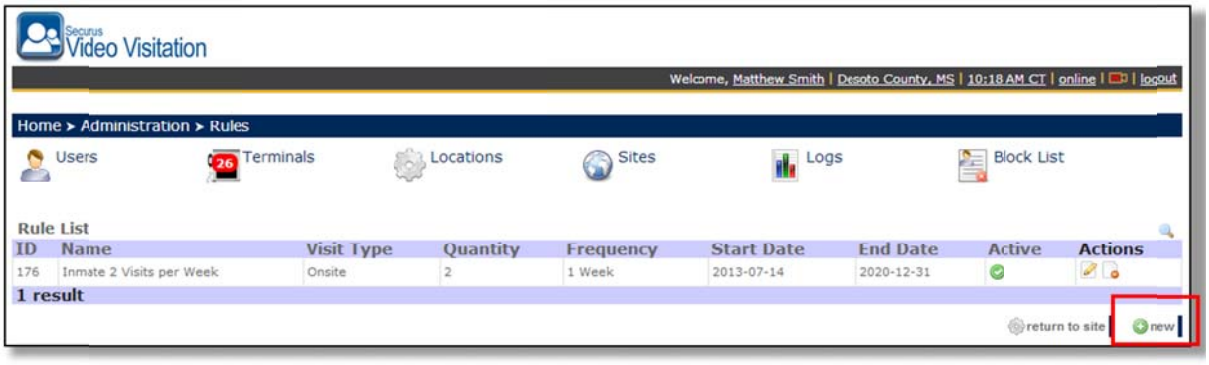
Visitation Rules



Creating New Visitation Rules

While in the Visitation Rules section of the SVV portal, click on "new" to create a new Visitation Rule.

Create a New Rule

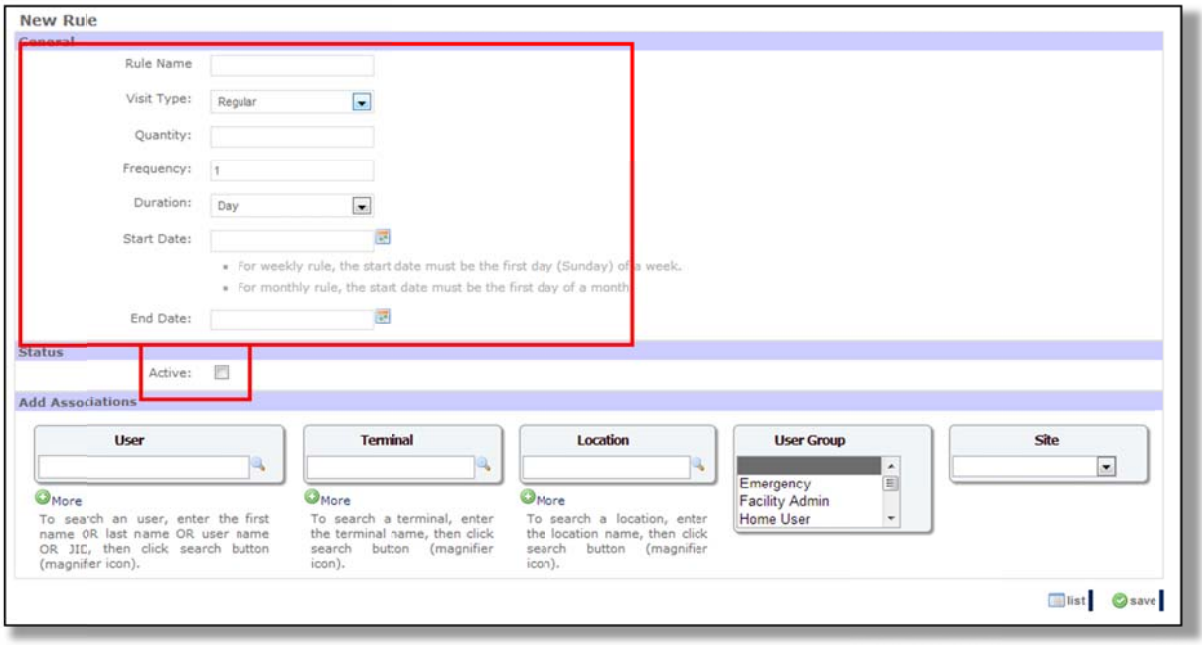


From here, you will define a rule name, and configure the following fields:

- **Visitation Type**:
  - Regular: Unpaid remote visit (typically not available)
  - Onsite: Standard on-site visit
  - Home: Applies to both friends & family home user and attorney home user

- **Quantity**: Maximum quantity of the selected visitation type
- **Frequency**: Frequency of duration of time
- **Duration**: Day, Week, or Month
- **Start Date**: Date in which the Visitation Rule will begin to be enforced
- **End Date**: Date in which the Visitation Rule will end. Rules will continue to be enforced on the end date and will discontinue the following calendar day
  - All Visitation Rules MUST have a start and end date
- **Status**: While creating a new rule, the "Activate" checkbox must be selected for the rule to be active. Existing rules can have a status of:
  - Active
  - Disabled
  - Expired

Define a New Rule



During the creation of a rule, the rule can be associated with a user, terminal, location, user group, or site. Users can create a new rule without an initial association. However, new rules will not be in effect until there is, at least, one entity associated. Associations, in order of priority, are as follows:

- **User Association**: Rule applies only to a specific Inmate or user

- **Terminal Association**: Rule applies to a specific terminal. This is a cumulative rule applied to the Terminal only – NOT the users under the Terminal*
- **Location Association**: Rule applies to a specific location such as a pod. This is a cumulative rule applied to the Location only – NOT the users under the Location*
- **User Group Association**: Rule applies to every member of the user group to which the rule is associated
- **Site Association**: Rule applies holistically to the Site. This is a cumulative rule applied to the site only – NOT the users under the Site*

  **The behavior of cumulative rules will soon change such that the rule will apply to all users at the association level.*

Rules are also prioritized based on the association level in which they are applied. For example, a visitation rule applied to a User (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 on-site visit per 1 month and a User level rule for a specific inmate to have five on-site visits per 1 month, the User level rule take priority.

Example Visitation Rule:

- Rule Name: 2 Visits per Week
- Visitation 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 and appointment. An example of this conflict is an Inmate User Group visitation rule to allow one on-site visit per week and an Attorney User Group visitation rule that allows five on-site visits per week. Both rules must pass to schedule a visit.

Associating Visitation Rules

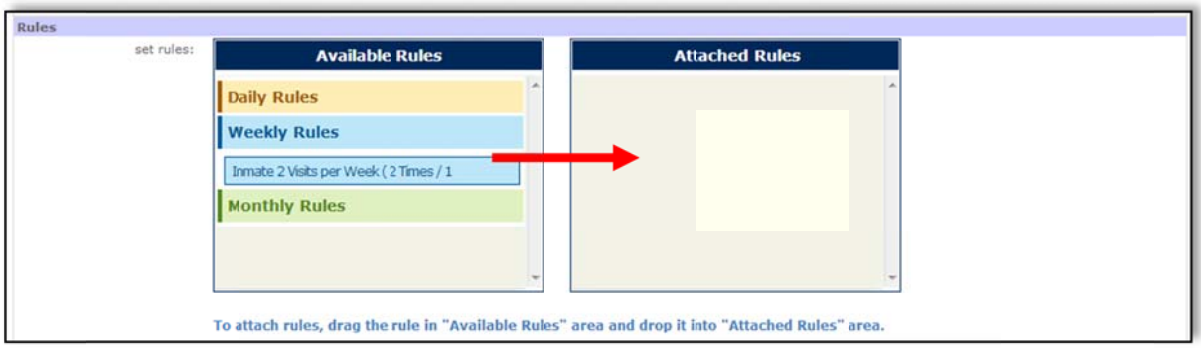
Enforcement of a Visitation Rule requires association with a user, terminal, location, user group, or site. There are two ways to associate a rule:

- Edit the Visitation Rule by going to the "Visitation Rules" section within the "Site" icon. Here, Facility administrators can associate a rule with a User, Terminal, Location, User Group, or Site.

- Edit the association category by going to any one of the “User” or “Site” icons.

To add a user-level visitation rule, either navigate to the visitation rule and select “Edit” or click on “Users,” select the users edit button and scroll down to the “Rules” section. Locate the rule that you would like to apply and drag/drop it into the “Attached Rules” section.

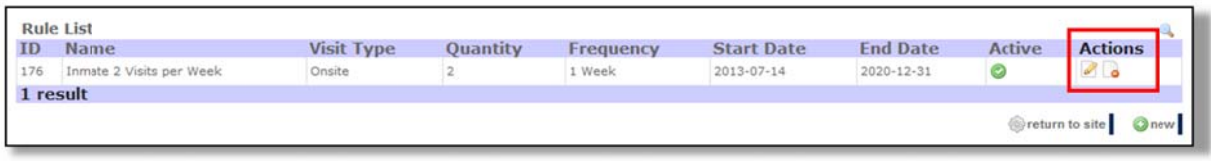
Associate a Rule



Editing Visitation Rules

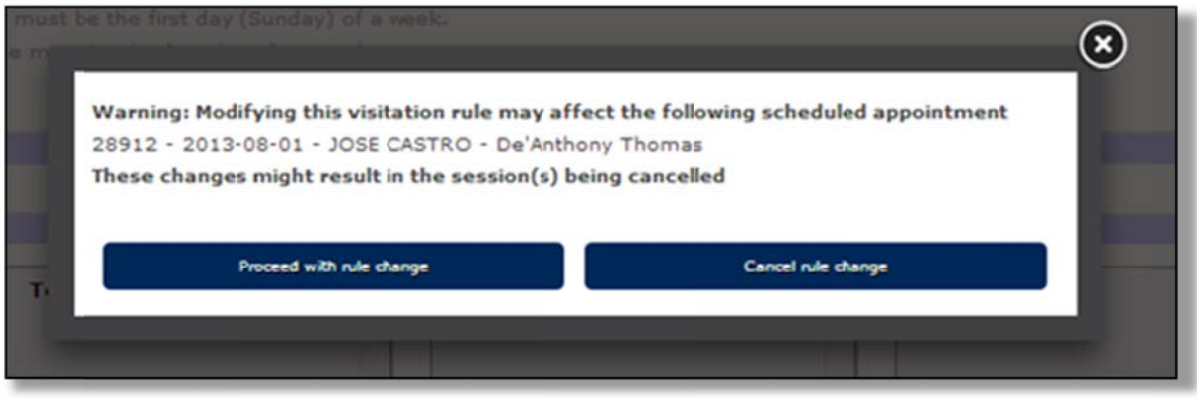
To edit or delete a visitation rule, simply go to the Visitation Rules section of the Securus Video Visitation portal and click on the “edit” or “delete” button.

Editing Visitation Rules

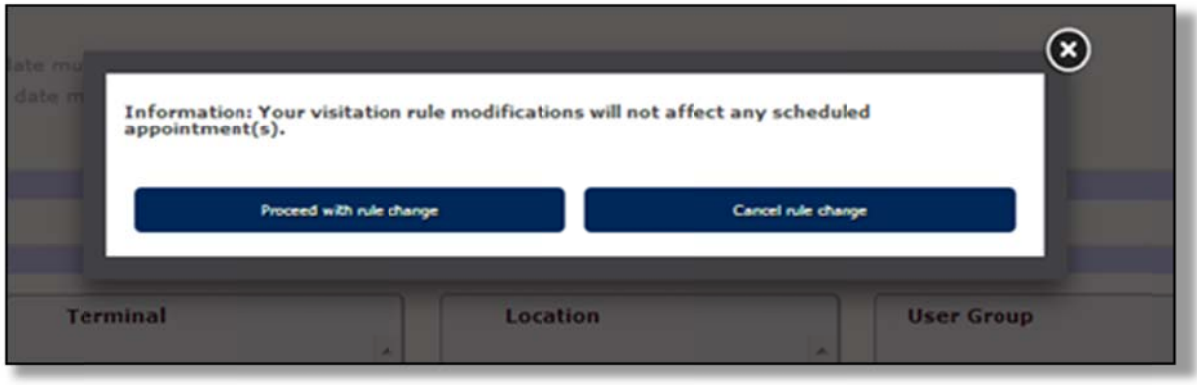


When editing a visitation rule, you can modify all components of the rule as well as add and delete associations. A popup showing the number of impacted sessions displays before saving a rule change. This prevents the unintentional cancellation of previously scheduled visits.

Editing Visitation Rules – Confirmation



If the rule change does not impact scheduled appointments, the following popup will be displayed:

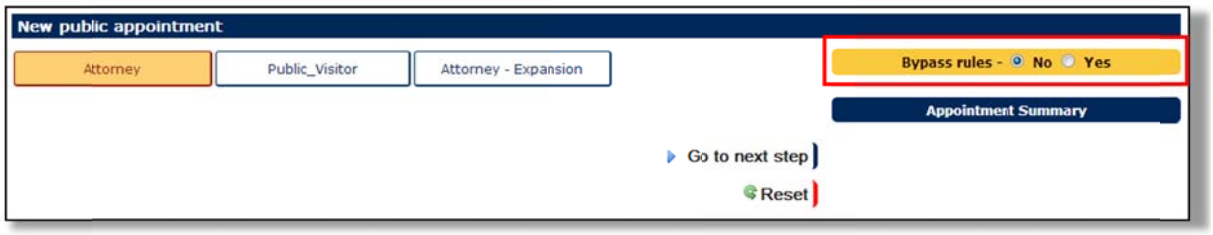


Bypass Visitation Rules and Buffer

Securus Video Visitation allows authorized facility administrative users to bypass visitation rules and visitation buffers when scheduling appointments for the public. Rules can be bypassed when scheduling the following visits:

- New public appointment: On-site visit scheduled by facility administrator

Bypass Visitation Rules



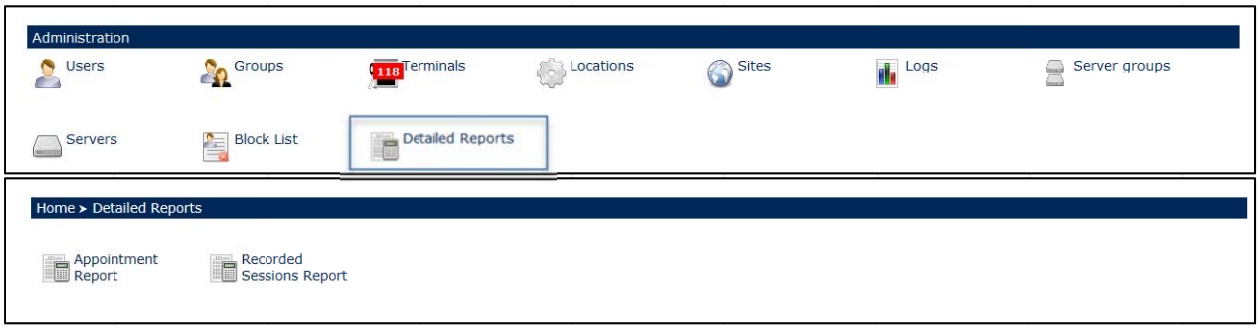
Example: Facility requires 24 hours visitation buffer and has an active visitation rule that allows inmates to have two on-site visits per week. The facility can choose to override both the buffer policy and visitation rule by choosing to "Bypass rules" while scheduling the visit.

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

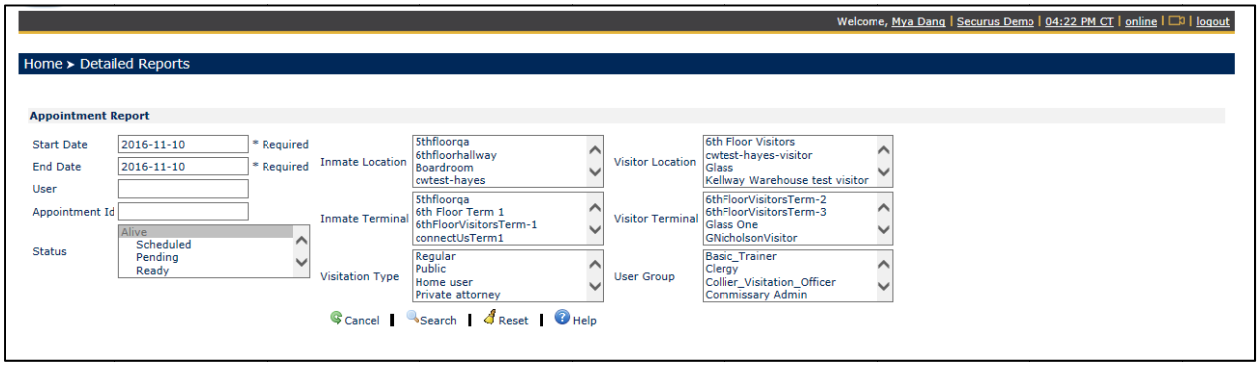
SVV Reports

SVV offers appointment reports that include detail records for visitations. This report includes all video visitations, both scheduled and concluded, that fit the search parameters input by the user. Authorized users can search and generate reports based on date, status of call, inmate location or terminal, visitation type, visitor location or terminal, user group, or any combination thereof. The appointment report generated will include whether the visitation was accepted or reject, and the fate of the call in addition to the date of the visitation, name of the user who requested the visitation, and the IP address. The appointment report can be exported in CSV, XLS, and PDF:

Securus Video Visitation Detailed Reports - Dashboard



Securus Video Visitation Appointment Report

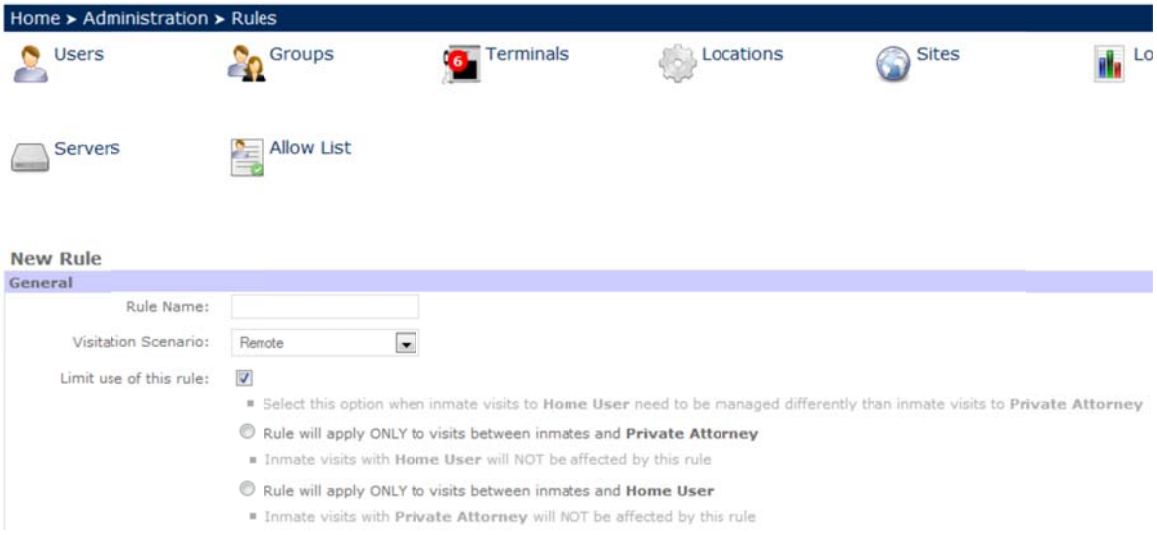


29.3.2 Attorney Visitors: Approved professional/attorney visitors, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved professional visitors. Individual attorney visitors must be configurable for predefined visit durations as necessary.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The SVV system will not record visitations between inmates and attorneys. Attorneys have a separate registration process from the general public. Attorney accounts require additional verification, such as a Bar ID. The SVV system is configured to not records visitation sessions from attorney accounts.

Additionally, the SVV system allows for separate visitation rules for attorneys versus public users. When creating or editing a visitation rule, for example a visit duration limit, administrators can check a box to limit the use of the rule. From there, the administrator can chose to have the rule only apply between inmates and private attorney.



For other professional groups, for example clergy or medical for which Fort Bend County does not want visitations recorded; county administrators can create user groups for each. Special rules can be assigned to these groups, including the option of not recording visitations.

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 which serve a County function.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

With Securus Video Visitation, all onsite visits are free. For remote visitation, the County can create a custom group of visitors in the SVV platform to allow for configurable rates that can be free to serve the County.

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 WITH THIS REQUIREMENT.

Securus' SVV operates on a stand-alone, separate network from the Fort Bend County secure network. Securus installs all necessary cabling, networking and equipment and will not require or interfere with the County's network. Securus will install a completely separate network just for our video visitation application as not to interfere or degrade the level of service that video requires.

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 WITH THIS REQUIREMENT.

SecureView Tablets utilize industry-leading hardware, network and software, which allow for:

- Officer Command & Control Tablets (Securus Exclusive) – Remote behavior modification and control of inmate tablets
- Behavior modification
- Phone - Fully integrated with SCP platform
- Job Search - Real-time job search database
- Education – Access to a variety of facility approved programs
- Law Library - Access to Federal, State, and Local Law
- Music - Streaming music

- Podcasts - Educational, spiritual, vocational, self-help, and more (over 500)
- Religion – Access to religious books and podcasts
- Books – Educational, fiction, non-fiction, etc.…Access to over 3,800 unique titles
- Games - Proactive and constructive
- Services – Approved Officers may publish notices or information to inmate tablets from officer tablets, in real-time
- Forms and Grievance – Provides administrative support, reduces paper usage, and fully integrates with SCP Dashboard
- Documents Viewer – Digitally display all facility documents

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 WITH THIS REQUIREMENT.

SecureView Tablet solutions offered by Securus provide tablets that are suitable for an inmate environment. Our tablets are equipped with durable housings, and the camera functionality is disabled unless approved by the County. All SecureView applications do not access the internet without express knowledge and approval by the County. Each of our tablets is tamper-resistant and come with a ruggedized casing, and a high strength, impact-resistant security glass with integrated screen protector.

Our equipment does not contain any external removable parts other than an earbud or headphone approved by the County.

30.2.2 Volume control: All inmate tablets will have adjustable volume control and will be furnished with one earbud or headphone.

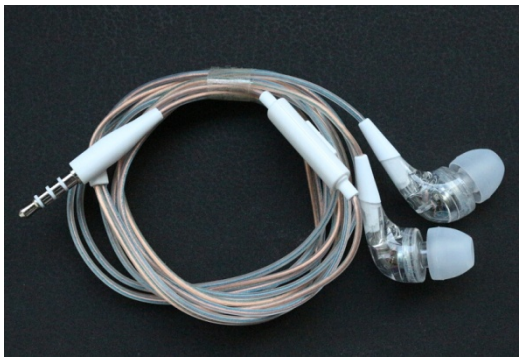
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

All SecureView tablets have adjustable volume control and will be furnished with one earbud or headphone.

A single set of headphones is supplied with each unit – replacements are provided at no cost to your facility. An inventory will be provided for each location applicable and may be distributed to the inmates by a facility staff member as warranted.

Earbuds provided by Securus have been customized for correctional use and meet the following specifications:

- Plug pull force: 5KG
- Ear piece pull force: 3KG
- Clear (no color) gummy earpieces
- Clear audio cables, with Microphone



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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

Securus offers the ability for friends and family members to fund tablet rental and/or applicable features via Respondent's website, automated IVR system, and via a customer service representative. Securus allows users the ability to establish an account directly. Securus has described below our proposed Tablet Funding Options. Rental price, including

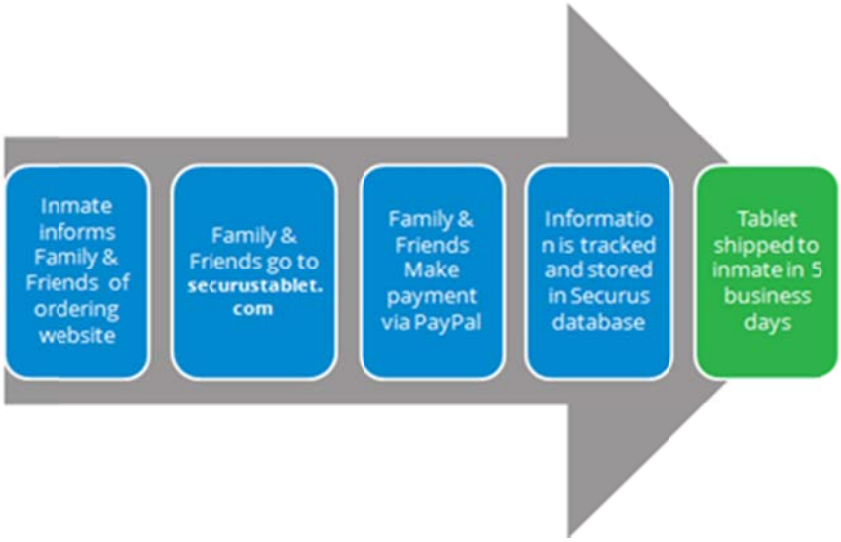
fees charged for applications will be agreed upon between Securus and the County, and will not change without an updated agreement.

The SecureView subscription program allows family and friends to order and pay for an inmate's tablet. The family member can access Securus online. Our Dallas based call center provides response to any issues or concerns that the family or friend may have 24x7x365.

Ordering Process

Ordering a tablet for an inmate is available on the SecureView tablet website. Family and friends can easily order a tablet in a few simple steps. To order the SecureView Tablet:

- Go to www.SecurusTablet.com
- Click on the "Get Tablet" link
- Select the appropriate facility from the drop down menu. Option plans and pricing are shown here.
- Complete Ordering Information
- SecureView tablet will be shipped to your loved one!



Details on the process are below:

Step 1

Inmate informs his family or friend about the SecureView Tablet and the ordering website SecurusTablet.com.

Step 2

The family or friend of the inmate visits SecurusTablet.com, which shows the benefits of providing their inmate with a tablet, as well as, informs them of the rental terms and conditions.

To subscribe for a tablet, F&F find the facility the inmate is housed at, selects a plan, fills out the order information, and reviews his order.

Step 3

Login to your PayPal account, or create an account if you do not have one.

Step 4

The F&F order information is tracked and stored in a Securus Database.

Step 5

The SecureView Tablet is shipped to the inmate at the facility and arrives in approximately 5 business days.

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 WITH THIS REQUIREMENT.

Securus will also provide the option for inmates to self-fund tablets via their inmate debit account. Inmate will be given the option to pay for tablets via their inmate debit account. Inmates will also be able to download content such as games and songs on a per download basis. For rental pricing and fees please refer the proposed offer section of this RFP.

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 WITH THIS REQUIREMENT.

Outbound Phone Service

For facilities that use the Securus SCP Inmate Telephone Service, the SecureView Outbound Phone Services application will allow the SecureView

tablet to function as a telephone extension of the SCP platform. Just like SCP, the SecureView tablet has the feature that will only allow that inmate to make calls from the housing unit where he resides. All the features and restrictions of the SCP Inmate Telephone Service will apply such as PIN/PAN lists, velocity controls, family and friend billing/customer service, and recording and monitoring. There are no additional fees or rate increases applied.

Secure View

Capabilities

- Allows inmates to place phone calls through the Secure Calling Platform (SCP)
- Phone Groups for locking a tablet to a housing area
- Standard 9-key dialing pad
- Volume Controls
- Visual Call Timer

Phone Call App

Benefits

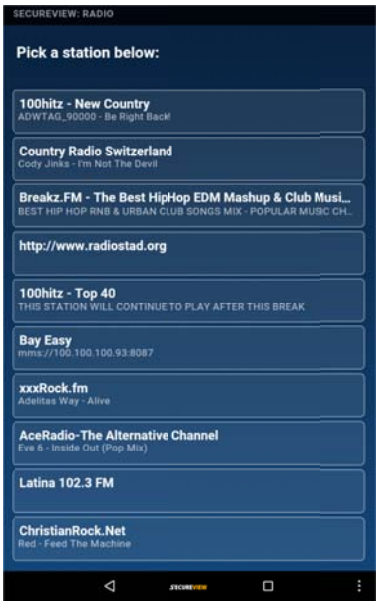
- Intuitive design and use
- Ability to place call with more privacy and safety
- Assists in avoiding and minimizing confrontation in common areas
- Gives inmate more visibility into the duration of the time they have been using the phone

30.3.3.2 Music

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Music

SecureView's music application provides access to listen to multiple categorical music selections such as Country, Gospel, Jazz, Pop, Rock, Motown, etc. There is no per song download or cost to the inmate.



30.3.3.3 Podcasts

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Podcasts

Podcasts come from a selected set of secure categories including, but not limited to mental health, self-help, education, news, obtaining employment, sports, music, and spiritual guidance. Both audio and video podcasts are available. Podcasts provide material that consists of content which is proactive and constructive for inmates, that keeps them occupied as well.

Mental Health applications are also part of the many podcasts available to Fort Bend.. 15 new and excellent quality podcasts are available with Podcast Library Enhancement, in addition to the some of the current offering. The new education application also provides substantial mental health capabilities with almost 60 videos addressing Drug

Abuse/Addictions, Depression, Anxiety, Psychotic disorders, Dementia, Delirium, and Alzheimer's, and Neurodevelopmental disorders.

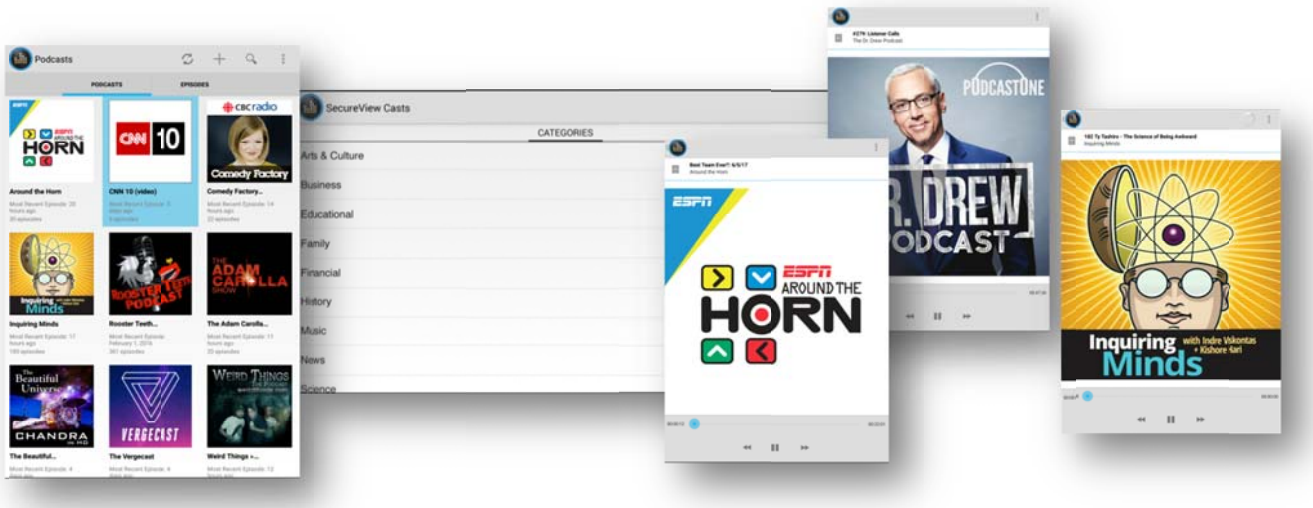
Podcasts can be either streamed or downloaded to the physical device so that the inmate can listen even when in offline mode.

Categories Include:

- Addiction
- Music
- Comedy
- NPR
- Engineering
- Baseball
- Religion
- Japanese
- Education
- News
- ESPN
- Country Music
- Science
- Parenting
- Buddhism
- Spanish

500+ podcasts available over various topics and interests, featuring podcasts in 11 different languages:

- English
- Spanish
- French
- German
- Italian
- Portuguese
- Russian
- Japanese
- Danish
- Serbian
- Swedish



30.3.3.4 Books

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

eBook Reader

Real time access to 3800+ unique preapproved books spread out over 46 different categories, available to read and download. Books are available in a variety of genres including fiction, non-fiction, adventure, drama, and self-help. Facilities may also provide their own inmate handbooks and documents.

Via the eBook Reader, inmates have the ability to download and read books with options to bookmark, word search, zoom in and out, and utilize a table of contents.

Categories Include:

- Action Adventure
- Astronomy
- Biographical
- Biography Autobiography
- Classics
- Drama
- Dystopia And Uchronia
- Europe
- Fairy Tales, Folk Tales, Mythology
- Fantasy
- Fiction
- Ghost
- Gothic
- Historical
- History
- History By Country
- Horror
- Human Science
- Humorous
- Juvenile Young Adult
- Literary
- Literary Essay
- Modern 1799
- Mystery Detective
- Non Fiction
- Occult Supernatural
- Philosophy
- Poetry
- Political Science
- Religion
- Romance
- Science
- Science And Technics
- Science Fiction
- Science Technology
- Short Stories
- Social Science
- Supernatural Creatures
- Suspense
- Thrillers
- Time Travel
- Travel
- War Military
- Westerns
- XiXth Century
- XXth Century 19

30.3.3.5 Religious Material

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Religion

To benefit the facility and inmates, Securus developed a way to convert spiritual books into a .pdf which can be displayed on Securus inmate tablet devices. Religious podcasts are also available, allowing inmates to listen to sermons, teachings, and other religious audio.

30.3.3.6 Law Library

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

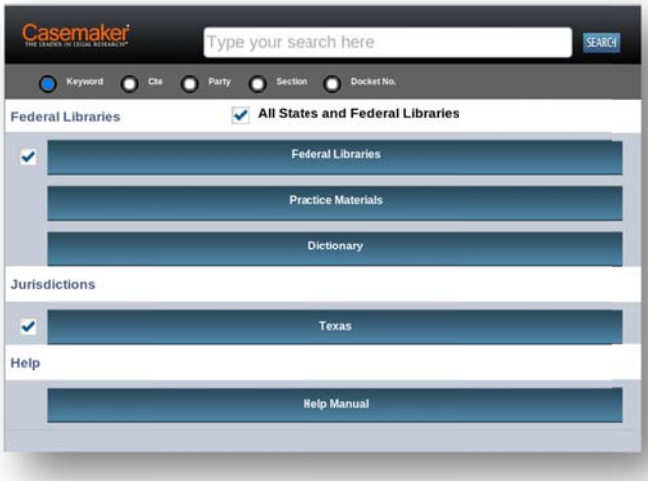
Law Library

The SecureView Law Library application makes legal research simple. Facilities can adhere to legal obligations while reducing their costs, when inmates perform their legal research using the SecureView Law Library application. This application provides full access to inmates to complete legal research without the need for transporting to a facility library or special computer. The inmates can remain in their housing unit and research legal topics through this SecureView application. Unlike large book collections that require costly replacement of revised material, the Law Library application includes nightly automated updates that are provided to facilities at no extra charge.

Inmates will have secure and electronic access to millions of law publications and articles and they can research all Federal Supreme, Circuit, District, Bankruptcy, State decisions and more through intuitive search capabilities. The Google-like search bar is conveniently located at the top of every page, inviting you to conduct a search using either simple or

complex search language. Once the results are delivered, the application offers intuitive 'search-within-a-search-capability' to further narrow the results.

The simple SecureView touch-screen user interface requires no training or prior computer experience, so this allows inmates to perform researches independently and free up staff time.



Capabilities:

- Allows inmates access to research legal data independently
- Robust search engine designed to quickly mine through large amounts of data
- Facility Admin access to all State Libraries and the Federal Library

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

Inmate Benefits

- Ability to perform research independently
- Simple touch screen user interface that requires no training or prior computer experience
- Improved access to perform legal research
- Always current legal information; no need to wait on the new book or next update
- Inmates get familiar with conducting electronic searches

30.3.3.7 Inmate Requests/Grievances

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Inmates will have the ability to enter grievances and inmate request forms thru their tablets similar to the process they will have on our video visitation terminals.

Grievance Application

Grievance administration is often one of the most complicated and manually laborious processes in a correctional facility. Certain inmate rights must 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.

Benefits

- 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

How the Grievance Application Works

- First, Securus will create any number of customized forms specifically for your facility. You may have a different grievance form for medical issues than you do with operational issues.

- Each form can have an individualized routing process. A medical form can be electronically delivered to your medical staff while all other forms go to your grievance officer.
- Routing can also include an appeals process. If inmates are allowed to appeal a grievance response, the form can automatically be routed to a different member of your staff tasked with managing appeals.
- Inmates access the Grievance Application through ConnectUs™, where they can view and manage existing submissions or create new requests.
- Your staff will use Securus' centralized platform, SCP, to view and track all grievances. All steps within the grievance process are time and date stamped to ensure compliance with all necessary standards. A customized Grievance Dashboard within SCP allows you to process grievances quickly and easily.

30.3.3.8 Electronic Messaging

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

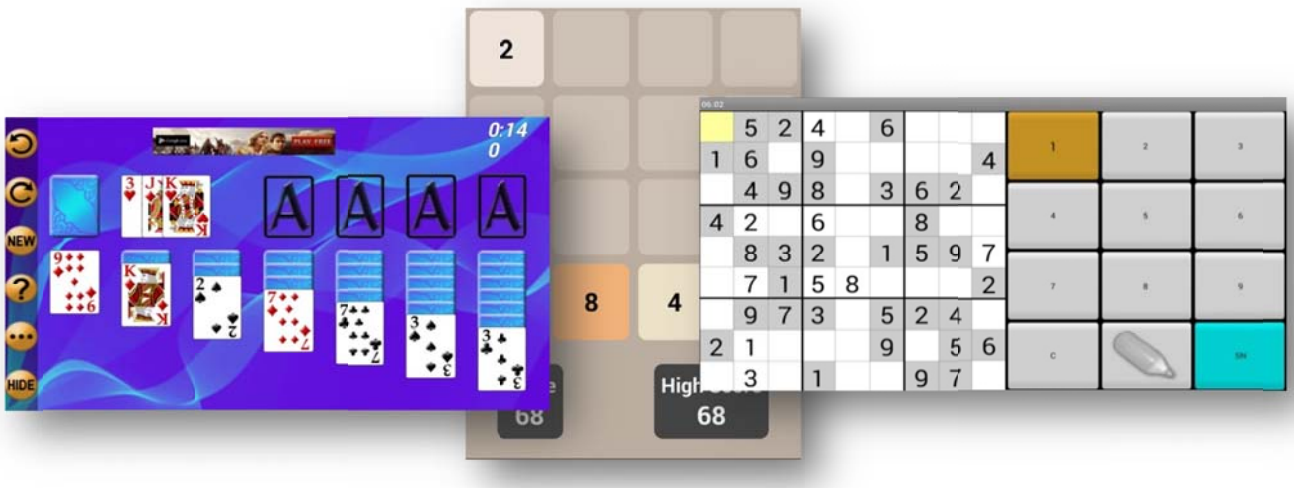
Inmates will be able to access their E-Message inbox from SecureView Tablets, as well as ConnectUs platform. They will be able to read text messages and view approved attachments. In phase 1 if the public prepays a stamp for the inmate reply, the inmate can read then reply in text only to the sender. In phase 2 inmates will be able to purchase outbound message stamps for text communication.

30.3.3.9 Games

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Games

Inmates can play games such as Chomping Chaz, Solitaire (and 80+ other card games), Sudoku, and 2048.



Mental Health

The SecureView Mental Health application contains overview information about depression, including what it is, symptoms, types, causes, treatments, and provides guides on how to improve and deal with depression. The Mental Health application is designed to help inmates to combat depression and alleviate negative moods, aiding their road to recovery.

Tools include:

- Information – Read information that explains what is depression, symptoms, types, causes, and treatments. In addition to information, a self-help guide instructs users in lifestyle changes, cognitive-behavioral therapy, acceptance and commitment, mindfulness meditation, and dialectical behavior therapy, and suicide prevention.

- Test – Take a test that examines thoughts and feelings over the past 2 weeks to determine level of depression. Also examine past scores and track depression levels over time.

- Thought Diary – Allows user to create guided journal entries that document thoughts and feelings. User selects emotions, rates distress level, enters text describing the situation, records any negative thoughts, identifies cognitive distortions, challenges their negative thoughts, come up with alternative interpretations.

- Activities – Suggestions of activities to improve mental health. Users enter how they feel before and then how they feel after.

- Safety Plan – Allows the user to create a safety plan that identifies warning signs that a crisis may occur, coping strategies, reasons to live, contacts (could also be used as a telephone/address book), and places for distraction. It also provides guides for coping, recovering, creating a safety plan, and suicide prevention.

Mental Health Podcasts

The SecureView Tablets offer several podcasts that focus on mental health. The focus of these podcast is to guide meditation, provide informative content, breathing exercises, teach compassion, and how to cope with stress.

30.3.3.11 Commissary ordering integrated with County vendor

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will work with Aramark to integrate our applications to ensure inmates have the ability to order commissary via our tablets.

30.3.3.12 Inmate mail review with leading vendor

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will provide the ability for facility staff to review E- messages on incoming family and friend communication as well as inmate responses. The E-Messaging platform has been deployed in 18 state Department of Corrections.

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 WITH THIS REQUIREMENT.

The applications available on ConnectUs are available on SecureView tablets.

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 County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Our Securus platforms easily have the ability to have County create applications that can be added to the ConnectUs or tablet platform. We will work with the County to create such forms, documents, applications so long as it meets our standard formats.

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 WITH THIS REQUIREMENT.

Securus is the only provider that utilizes Officer Tablets. Securus' unmatched Command & Control officer tablets enable facility staff to easily control who gets a tablet, when the inmate can use it and what is on it.

The Officer tablets are customized Nexus 7 SecureView tablets and are provided at the POD level or as required by your facility. Officers have the ability to monitor any individual inmate activities as well as close out or activate individual applications by inmate or across multiple users. Additionally, an officer can deactivate all tablet functions by inmate, group

of inmates or all inmates under his control - all in real time. Securus knew this level of control was critical for a successful tablet program. SecureView tablet existing clients have confirmed that the ability to view activity by inmate and the ability to shut down applications and tablet access by inmate, group of inmates or the entire system has provided them with the administrative control necessary to ensure for overall safety and security. Command & Control officer tablets allow designated facility personnel to remove any or all tablet functionality, which may be used as a means of discipline.

The Officer tablets have a detailed dashboard views that allow your staff real-time search functionality and analytics. Administrative functionality on Dashboards is comprehensive and flexible. We can provide more officer control or less officer control based on your facility's desired specifications.

The Command & Control tablet will allow your facility to control and offer required and optional services to inmates in an easy, efficient and cost effective way; all while promoting positive inmate productivity and betterment. Securus again proves the dedication to partnering with corrections to modernize incarceration and connect what matters.

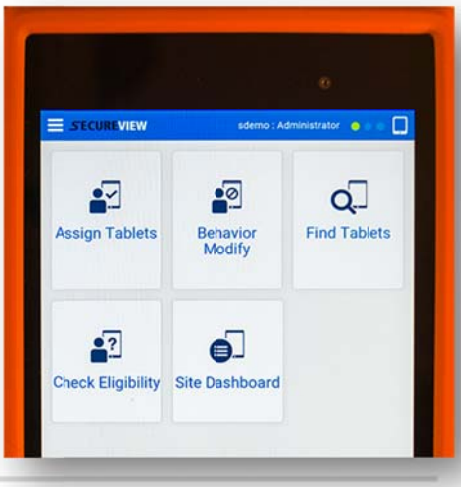
SecureView Officer Tablet

The Officer Tablet has 3 main functions:

- Activation of Inmate Tablets
- Deactivation of Inmate Tablets
- Control of Inmate Tablet

Sub Manager App

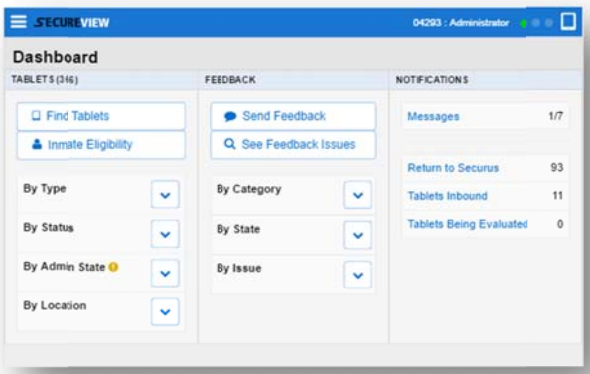
The Sub Manager Application is utilized by corrections staff for the command and control of Inmate tablets.

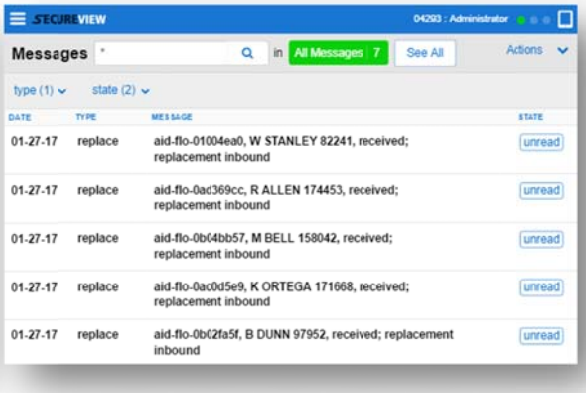


From the Sub Manager, officers can:

- Assign tablets to inmates
- Behavior modification
- Find tablets

- Check eligibility
- Access the site dashboard
- View details on returned tablets





Tablet Scanner App

Facility staff will utilize the Tablet Scanner application to activate and deactivate inmate tablets.

Activation Process

- Press the Subscriber app on the Inmate Tablet to display a set of bar codes.
- Use the Tablet Scanner app, on the Officer Tablet, to scan the Assigned AID barcode displayed on the screen of the inmate tablet.
- Press the Activate button and in seconds, the Inmate Tablet will reboot.

When activation is complete:

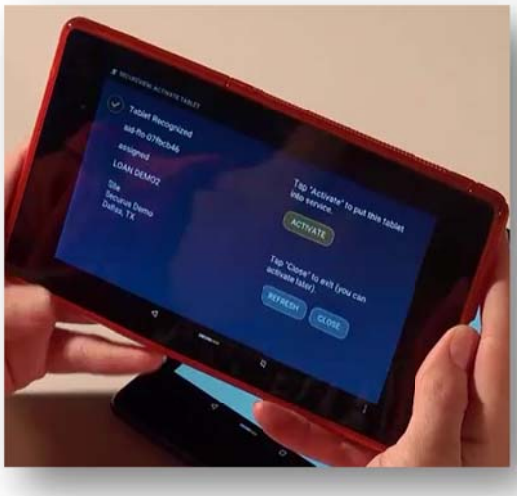
- The Inmate Name and Account Number appears on the Inmate Tablet.
- The Inmate ID or Account Number is automatically pulled from the Securus SCP phone system.

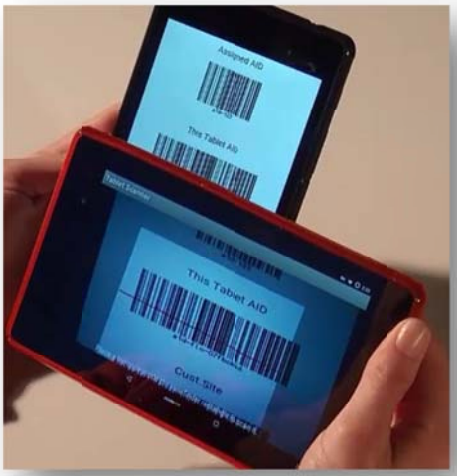
Deactivation Process

- Collect the tablet before returning the inmates' personal property.

- Use the officer tablet to scan the same tablet AID number scanned during activation.
- Press the Deactivate button.

After deactivation, the Inmate tablet may be returned to inventory or to Securus for processing and refurbishment.





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 WITH THIS REQUIREMENT.

Securus currently has installation of our Wireless Access Points throughout the jail today. In the event more need to be installed, we will 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.

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 WITH THIS REQUIREMENT.

For facilities that use the Securus SCP Inmate Telephone Service, the SecureView Outbound Phone Services application will allow the SecureView tablet to function as a telephone

extension of the SCP platform. Tablet phone calls are managed by the same tool used for all other inmate phone calls. All phone options and restrictions, including call schedules, are available on the tablet phone application. All calls that are made via the tablet, are monitored and recorded and go thru the SCP call platform for investigative reasons.

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 WITH THIS REQUIREMENT.

Securus' ConnectUs™ software enables users to perform multiple operations, similar to a smartphone. Inmates can place a telephone call or join a video visitation session, read a digital inmate handbook, submit a grievance, watch a tutorial video or place a commissary order, to name a few.

ConnectUs™

A decade ago, it was hard to imagine that your correctional facility would need anything more than a telephone on the wall for inmate communications. Today, there are a wide variety of communications options and the device on the wall can be used for so much more than telephone calls.
ConnectUs™ is Securus' vision for the future of inmate communication and self-help services. ConnectUs™ includes an integrated video terminal that facilitates access to Securus and third-party services through a common interface. Your facility can completely manage what an inmate can or cannot do through the ConnectUs™ software.

The ConnectUs™ software enables users to perform multiple operations, similar to a smartphone. Inmates can place a telephone call or join a video visitation session, read a digital inmate handbook, submit a grievance, watch a tutorial video or place a commissary order.

ConnectUs™ also manages which applications are available to inmates and when. It ensures that a scheduled visit is not interrupted by another inmate placing a telephone call or using the device to place a commissary order. Moreover, other vendors easily create and publish an application for use by your inmates through ConnectUs™.

Inspired Design

ConnectUs™ is a collection of intentional details that add up to an impressively powerful inmate communication platform that consolidates all inmate activities into a single unified interface. With a customized mix of applications, your facility can deliver an experience that keeps pace with today's technology while making life better for your inmates and staff.

Multi-language

Digital Bulletin Board

BIG Buttons

Multi-task

Conflict Resolution

Touch Screen

1. Conflict Resolution

ConnectUs™ manages available applications by the time of the day or day of the week. This allows for information applications, such as an inmate handbook, to be available during non-calling hours. ConnectUs™ automatically prioritizes scheduled communication events higher than non-scheduled communication events. If a video visitation is scheduled and another inmate wants to use the same teminal for a telephone call, ConnectUs™ will limit the call duration to avoid conflict with the video visitation session. Similarly, the Telephone Calling Application is disabled when a video visit is scheduled to begin. We manage usage conflicts, so your staff does not have to.

2. Applications

ConnectUs™ provides an "app store" environment where new functionality can quickly and easily be developed and delivered to the inmate.

3. Date/Time

ConnectUs™ continually displays date and time so inmates can manage their schedules and not miss or be late to scheduled communication events.

4. Multi-Language

ConnectUs™ supports the ability to display applications in multiple languages – allowing inmates to use the system in their preferred language and enhancing your facility's support of non-English speaking inmates.

5. Digital Bulletin Board

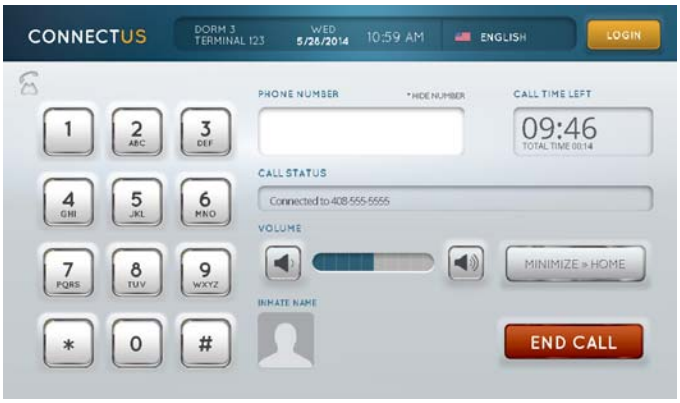
ConnectUs™ allows you to easily publish notifications that are always displayed on the ConnectUs™ terminal. In addition to providing pertinent facility-related information, these messages can be used to promote new products, services, and promotions such as Video Visitation.

6. Multi-Tasking

ConnectUs™ allows an inmate to use multiple applications at the same time. They can be on telephone call while reading the inmate handbook, or placing a commissary order, or submitting a grievance. The ability to multi-task allows inmates to accomplish tasks quickly instead of unnecessarily preventing other inmates from using the terminal.

Inmate Telephone Application

Inmates can speak to loved ones using our Securus Call Platform (SCP). SCP 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.



Inmates can place calls with the same ConnectUs™ terminal they use to conduct a video visitation or submit a grievance. All communications are 100 percent monitored and completely secure.

Benefits

- Security
- Controlled Access

- Minimal Disruption
- Easy User Experience
- Multi-purpose device allows more capabilities with less hardware

Video Visitation Application

Nothing beats the ability to “see” a loved one, and Securus Video Visitation 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.

SVV is a fully web-based visitation system that allows family, friends, attorneys, and public defenders to schedule and participate in video visitation sessions with an inmate – from any computer connected to the Internet. Integration phone calling and video visitation onto a common platform maximizes facility revenue and improves investigative capabilities.

Benefits

- Security
- Controlled Access
- Minimal Disruption
- Easy User Experience
- Multi-purpose device allows more capabilities with less hardware

Inmate Request Form Application

Valuable time is lost every day when officers have to process inmate requests manually. Worse yet, every request must be hand written 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 ConnectUs™ and staff can easily review, respond, and process requests. Requests and responses are tracked and saved for future reference. Two-way communication with inmates could not be easier.

Benefits

- Allow any number of forms made available electronically
- Define custom routing of forms to the correct person
- Enables two-way communication so inmates to receive an electronic response
- Documents and archives all communication

Grievance Application

Grievance administration is often one of the most complicated and manually laborious processes in a correctional facility. Certain inmate rights must 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.

Benefits

- 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

How the Grievance Application Works

- First, Securus will create any number of customized forms specifically for your facility. You may have a different grievance form for medical issues than you do with operational issues.
- Each form can have an individualized routing process. A medical form can be electronically delivered to your medical staff while all other forms go to your grievance officer.
- Routing can also include an appeals process. If inmates are allowed to appeal a grievance response, the form can automatically be routed to a different member of your staff tasked with managing appeals.

- Inmates access the Grievance Application through ConnectUs™, where they can view and manage existing submissions or create new requests.
- Your staff will use Securus' centralized platform, SCP, to view and track all grievances. All steps within the grievance process are time and date stamped to ensure compliance with all necessary standards. A customized Grievance Dashboard within SCP allows you to process grievances quickly and easily.

Commissary Application

ConnectUs™-enabled devices continue to be useful even when telephone and visitation hours have passed. For example, the devices can be used to place commissary orders. Securus has 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.

Benefits

- Eliminate the need for multiple inmate terminals or kiosks
- Increase efficiency by automating the commissary ordering process
- Maintain control of the integration and ensure that inmates are not able to access unsecure IP addresses once in the third-party application

Inmate Handbook Application

A digital version of your inmate handbook can be accessed through The Inmate Handbook application on ConnectUs™. Inmates can access information without printing or distributing a single piece of paper. Digital versions of other important documents can be available on ConnectUs™ in addition to the Inmate Handbook.

Benefits

- Reduces/Eliminates printing/distribution costs
- Reduces staff workload distributing and replacing handbooks
- Provides instant, electronic updates to documents

Video Education Application

ConnectUs™ 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 ConnectUs™ is possible. You can make the video available for viewing any time or only during defined hours.

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

Prepared for What's Next

The ConnectUs™ platform always remains up to date through regular updates. The platform can be customized to meet your needs and has the flexibility to handle whatever is next. In fact, using standard application programming interfaces, this innovative platform enables almost limitless integration with virtually any application, today or in the future.

Securus' mission is to deliver valuable solutions to our customers through technology. This thinking drives all we do. ConnectUs™ is the latest Securus technological innovation designed to improve the safety of your staff, inmates, and simplify facility operations.

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 WITH THIS REQUIREMENT.

Securus' inmate sPhone™ Phone unit (inmate kiosk) is suitable for inmate environment, equipped with durable housings and reinforced cords of a length determined by Fort Bend County which may vary based on installation location, if applicable. Each kiosk is tamper-resistant and does not contain any external removable parts.

sPhone™ Specifications

The sPhone, with a smaller footprint than a traditional video visitation kiosk, uses existing facility telephony wiring. It is available as both PoE (Power over Ethernet) and two-wire connection; this means it can be installed where regular inmate telephones now exist. This makes the sPhone much easier to install and move around.

The Securus sPhone™ is the most flexible video visitation product on the market today, designed to give Fort Bend County unmatched efficiency and flexibility.

The sPhone is an intelligent facility device (IFD) that provides more than just video visitation. The sPhone is a powerful touch-screen computer that runs the most feature-rich video visitation and inmate telephone services, as well as "self-service" tasks. These tasks can include uploading inmate handbooks, reporting grievances, emailing, viewing schedules, ordering commissary, viewing educational videos, and much more.

The housing is strong enough to prevent vandalism and is designed to prevent the introduction of contaminants. The case and touch screen are environmentally sealed and easy to clean. The rounded shell has no sharp edges or corners, providing another layer of protection to prevent the inmate from self-harm. The unit's shape, small footprint, and low profile reduce the amount of leverage available to intentionally damage the unit. Display information will be projected from the processor through a thick, transparent, break- and scratch-resistant screen.

The sPhone uses a reinforced handset cord anchor to meet or exceed AT&T "Gorilla Phone" specifications. ("Gorilla Phone" must meet or exceed tensile pull strength of 1000 pounds.)

The following specifications apply to the Power over Ethernet and two-wire sPhone™ units:

- Minimum data cable type: CAT-3 (for 10BaseT Ethernet), CAT-5e (for 10/100/100 BaseT Ethernet)
- Recommended data cable type: CAT-6 (for 10/100/1000 BaseT Ethernet)
- Maximum data cable length: 328 feet (100 meters) for Power over Ethernet or 4,000 feet (1,524 meters) for two-wire
- Electrical: Type 1 (IEEE 802.3af-2003) for Power over Ethernet or a proprietary method for two-wire
- Power consumption: 7 watts, average; 15 watts peak
- Dimensions: 10.5 inches tall x 13 inches wide x 3.25 inches deep
- Weight: 13 pounds

The following environmental requirements apply to the Power over Ethernet and two-wire sPhone units:

- Operating Temperature +32°F~+122°F (0°C~+50°C)
- Storage Temperature -4°F~+140°F (-20°C~+60°C)
- Relative Humidity 10%~90% (non-condensing)

Video Visitation Terminal

Video visitation terminals are configured to meet the County's requirements.

The Securus Video Visitation terminal is a correctional facility grade, tamper-proof steel enclosure. The wall-mounted terminal has a shatterproof touchscreen, a high-resolution video camera with integrated lighting, and tamper-proof, and a heavy, molded plastic handset with an armor-reinforced cord for audio communication.

The proposed SVV terminals include, at a minimum, the following:

- A correction grade hardened steel enclosure
- One correction grade audio handset per terminal for the inmate, and two detention grade audio handsets per terminal for the public

- A shatterproof LCD monitor with integrated camera
- Spill-proof enclosures
- Terminals without openings exposed to the user, including all wiring and ventilation holes
- Terminals without any external hinges
- Terminals that are powered by 110 VAC
- Rounded tops and corners
- Terminals with built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes and/or disables during all other functions
- Terminals that use a standards-based video conferencing CODEC
- Options for powering the units on and off

31.2.2 Volume control: All kiosks will have adjustable volume control, if applicable.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus' sPhone™ units have adjustable volume control.

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 WITH THIS REQUIREMENT.

31.3.1 Electronic Messaging Application: The Respondent shall make available an electronic messaging application for two-way communication between friend 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 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 County the ability to approve all messages, some messages, or no messages as determined by 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 WITH THIS REQUIREMENT.

Securus is leveraging much of our subsidiary's messaging platform (JPay) to deliver our new E-Messaging platform. In phase 1, the platform will provide e-messages from the public to an inmate with the option for them to prepay for an inmate reply resulting in a two way

communication if funded by the public sender. Phase 2 will provide the capability for inmates to fund their own outbound messages w, which can be limited by the facility. Any inmate initiated communication in phase 2 will be configurable to be disallowed. Phase 1 will include E-Messages to include raw text and permits public to attach a standard image. Phase 1 will allow facility to approval all messages or provides a word filter that can be used to determine if the communication is sent. The system will be configurable to disallow an inmate from participating in E-Messaging communication by the facility. Facilities can earn 20% of stamp usage when deploying E-Messaging. Facilities can print a message from their review screen.

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 WITH THIS REQUIREMENT.

Securus' ConnectUs has a commissary ordering application that we will integrate with Aramark

Securus' ConnectUs Commissary Ordering Application is readily available to perform full-function commissary ordering. Securus has Securus has proven experience with Integration and currently integrates with more than 110 different vendors worldwide and more than 60 independent, facility-owned systems and shared databases, including Aramark.

All integration is completed by Securus with no cost to Fort Bend County and will be updated at no cost to County as commissary vendor changes occur.

ConnectUs Commissary Ordering

ConnectUs-enabled devices continue to be of great use even when telephone and visitation hours have passed. Inmates can place commissary orders from the same devices they use to place a call or view the inmate handbook. Securus has 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. Securus works with any willing commissary company to enable the access through our terminals. We have active agreements with many commissary companies.

Benefits

- Eliminate the need to have multiple types inmate terminals or kiosks
- Increase efficiency by fully automating the commissary ordering process
- Maintain control of the integration and ensure that inmates are not able to access unsecure IP addresses once in the third-party application

ConnectUs Home Page

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. 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus ConnectUs Inmate Forms Application is readily available for Fort Bend County as an inmate request application providing two-way communication capability between inmates and the County staff. Inmate and County staff, have the ability to initiate communication through this application. Securus ConnectUs provides the ability for multi-level routing that can be modified by Fort Bend County. Status tracking with dashboards and historical reporting capabilities must be available. All communication made in this application is kept for the life of the contract and made available to Fort Bend County upon demand via a reporting tool. This is a completely customizable application and we will work with the County to develop one that fits your needs.

ConnectUs Inmate Forms/Grievance Application Overview

Securus continues to lead the corrections industry with ever-improving technology and solutions. The ConnectUs Inmate Forms/Grievance Application will have a significant impact to facility operational process. It is a custom workflow tool that makes your grievance process completely paperless and allows for grievances to easily be processed by your staff. This application not only creates staff efficiencies but also saves your correctional facility money.

Functional Overview

The Inmate Forms/Grievance Application is used to electronically 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
- 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 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 Inmate Forms/Grievance Application allows customers to emulate their existing paper forms in an electronic format. Examples of Uses of Forms:

- General Grievance
- General Request
- 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 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
- Check boxes
- 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. Optionally, inmates can be required to re-authenticate to submit forms. The re-authenticate option is set in IFD Provisioning and applies to all authenticated forms.

Anonymous Forms

An "anonymous form" does not require the inmate to login to the Inmate Forms/Grievance Application. The Inmate Forms/Grievance 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 light-weight 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.

Just because the Inmate Forms/Grievance Application does not track the identity of the inmate submitting an Anonymous form, the form can ask the inmate to provide their name &/or custody account number.

Forms Processing Workflow

The Inmate Forms/Grievance Application provides a configurable work flow 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

The Anonymous work flow is:

1. The inmate accesses the Inmate Forms/Grievance Application on ConnectUs
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 the form time
4. The Processor reviews the form and either
    - Assigns it to another Processor, or
    - Enters a resolution to the inmate request/grievance.

The basic work flow provided by the Inmate Forms/Grievance Application is:

1. The inmate accesses the Inmate Forms/Grievance Application on ConnectUs
2. The inmate selects a form type, then if not already logged in, is prompted to authenticate to the Inmate Forms/Grievance 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 time
5. The Processor reviews the form and either
    - 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 inmate 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 work flow similar to the initial (Level 0) workflow.

Reporting Tool

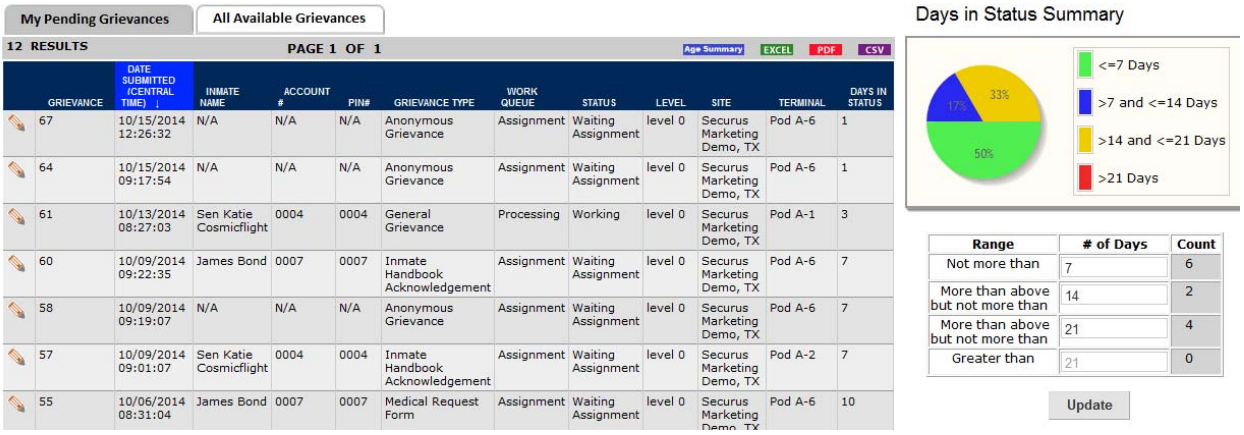
Grievance Dashboard Reporting is chiefly concerned with ensuring that forms are being worked in a timely fashion. For this reason "aging reports" are an important component of reporting.

Integrated Aging Pie Chart

An integrated Aging Report is available from either the "My Pending Grievances" and "All Available Grievances" tabs. It shows forms that have been stalled in their processing. The Aging Report is a pie chart with four sections reflecting counts of submitted forms whose time in their current work queue falls within user definable boundaries.

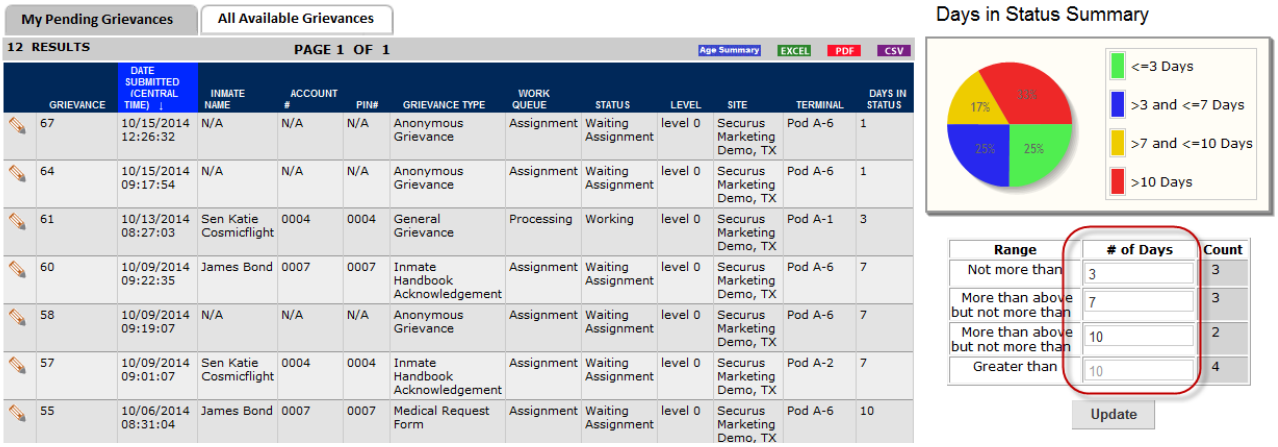
The integrated aging report on the "My Pending Grievances" tab provides a personal aging report for current user see if there are forms requiring attention that they responsible for.

The integrated aging report on the "All Available Grievances" tab provides an overview of all forms the user has permission to view regardless of whether they have a task to perform with them or not. It is typically used by managers and supervisors to assess their department's effectiveness processing forms.



Note: Because the default Submission date range is 7 days, forms submitted more than 7 days ago will not appear on the All Available Grievances tab and in turn will not appear in the report. Be sure to extend the start date to include forms older than 7 days for this report.

The following is the same data as above but configured with different pie-slice criteria:



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. 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. 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus ConnectUs Inmate Grievance Application provides a two-way communication capability between inmates and Fort Bend County staff and is completely customizable to fit your needs. Inmate and County staff, have the ability to initiate communication through this application. Securus ConnectUs provides the ability for multi-level routing that can be modified by County. Status tracking with dashboards and historical reporting capabilities are available. All communication made in this application are kept for the life of the contract and made available to Fort Bend County upon demand via a reporting tool.

ConnectUs Inmate Grievance Application

Securus continues to lead the corrections industry with ever-improving technology and solutions. The ConnectUs Inmate Grievance Application will have a significant impact to facility operational process. It is a custom workflow tool that makes your grievance process completely paperless and allows for grievances to easily be processed by your staff. This

application not only creates staff efficiencies but also saves your correctional facility money.

Functional Overview

The Inmate Grievance Application is used to electronically process a wide variety of grievance forms submitted by inmates. At a summary level, it performs these functions:

- Provides grievance 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
- 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 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 Inmate Forms/Grievance Application allows customers to emulate their existing paper forms in an electronic format. Examples of Uses of Forms:

- General Grievance
- General Request

- 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 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
- Check boxes
- 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. Optionally, inmates can be required to re-authenticate to submit forms. The re-authenticate option is set in IFD Provisioning and applies to all authenticated forms.

Anonymous Forms

An "anonymous form" does not require the inmate to login to the Inmate Forms/Grievance Application. The Inmate Forms/Grievance 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 light-weight 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.

Just because the Inmate Forms/Grievance Application does not track the identity of the inmate submitting an Anonymous form, the form can ask the inmate to provide their name &/or custody account number.

Forms Processing Workflow

The Inmate Forms/Grievance Application provides a configurable work flow 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

The Anonymous work flow is:

1. The inmate accesses the Inmate Forms/Grievance Application on ConnectUs
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 the form time
4. The Processor reviews the form and either
    - Assigns it to another Processor, or
    - Enters a resolution to the inmate request/grievance.

The basic work flow provided by the Inmate Forms/Grievance Application is:

1. The inmate accesses the Inmate Forms/Grievance Application on ConnectUs
2. The inmate selects a form type, then if not already logged in, is prompted to authenticate to the Inmate Forms/Grievance 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 time
5. The Processor reviews the form and either
    - 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 inmate 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 work flow similar to the initial (Level 0) workflow.

Reporting Tool

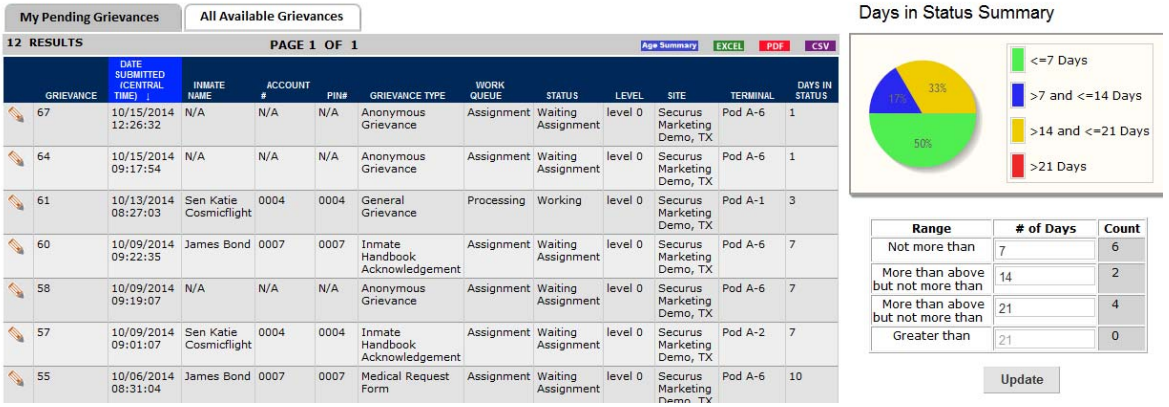
Grievance Dashboard Reporting is chiefly concerned with ensuring that forms are being worked in a timely fashion. For this reason "aging reports" are an important component of reporting.

Integrated Aging Pie Chart

An integrated Aging Report is available from either the "My Pending Grievances" and "All Available Grievances" tabs. It shows forms that have been stalled in their processing. The Aging Report is a pie chart with four sections reflecting counts of submitted forms whose time in their current work queue falls within user definable boundaries.

The integrated aging report on the "My Pending Grievances" tab provides a personal aging report for current user see if there are forms requiring attention that they responsible for.

The integrated aging report on the "All Available Grievances" tab provides an overview of all forms the user has permission to view regardless of whether they have a task to perform with them or not. It is typically used by managers and supervisors to assess their department's effectiveness processing forms.



Note: Because the default Submission date range is 7 days, forms submitted more than 7 days ago will not appear on the All Available Grievances tab and in turn will not appear in the report. Be sure to extend the start date to include forms older than 7 days for this report.

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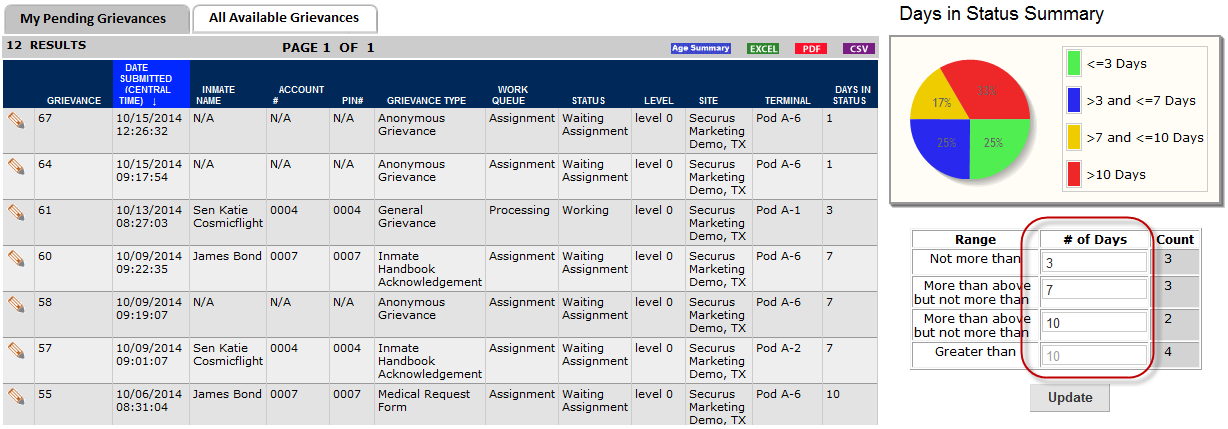


31.3.5 Law Library Application: The Respondent shall make available a law library application approved by the County providing capability for inmates to research case law.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The ConnectUs Law Library Application, CaseMaker, 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 ConnectUs 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 at no extra charge.

Inmates will have secure and electronic access to millions of law publications and articles and they can research all Federal Supreme, Circuit, District, Bankruptcy, State decisions and more through intuitive search capabilities. The Google-like search bar is conveniently located at the top of every page, inviting you to conduct your search using either simple or complex search language. Once the results are delivered, the application offers intuitive 'search-within-a-search-capability' to further narrow the results.

Securus can provide Law Library access to all the ConnectUs terminals at your facility 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 a day or on certain terminals at your facility. ConnectUs Law Library Application is flexible and can accommodate all of your facility's specific needs. ConnectUs also has embedded the Conflict Resolution feature that is mandatory for shared terminals. This feature will prioritize 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.

The simple ConnectUs touch-screen user interface requires no training or prior computer experience, so this allows inmates to perform researches independently and free up staff time. Fort Bend County staff administrators will have full access to the Law Library at no additional cost.

Law Library Facility Benefits

Fort Bend County will experience the following benefits with Securus' Law Library application for ConnectUs:

- 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

Law Library Inmate Benefits

With the Law Library application, Fort Bend County inmates will benefit from:

- Ability to perform research independently
- Simple touch-screen user interface that requires no training or prior computer experience
- Improved access to perform legal research
- Always current legal information; no need to wait on the new book or next update
- Inmates get familiar with conducting electronic searches

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 Application should provide the ability to initiate messages to users and manage acceptance upon viewing. System must provide a reporting feature for all items managed by system.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

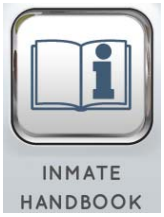
Securus' ConnectUs offers 3 different applications that can manage acceptance and viewing of standard document, image, and video file types for view only. The Digital Bulleting Board, the Inmate Handbook Application and the Video Education Application provide the ability to initiate messages to users and manage acceptance upon viewing. ConnectUs provides a reporting feature for all items managed by system.

Digital Bulletin Board

ConnectUs™ allows you to easily publish notifications that are always displayed on the ConnectUs™ terminal. In addition to providing pertinent facility-related information, these messages can be used to promote new products, services, and promotions such as Video Visitation.

Inmate Handbook Application

A digital version of your inmate handbook can be accessed through The Inmate Handbook application on ConnectUs™. Inmates can access information without printing or distributing a single piece of paper. Digital versions of other important documents can be available on ConnectUs™ in addition to the Inmate Handbook.



Benefits

- Reduces/Eliminates printing/distribution costs
- Reduces staff workload distributing and replacing handbooks
- Provides instant, electronic updates to documents

Video Education Application

ConnectUs™ 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 ConnectUs™ is possible. You can make the video available for viewing any time or only during defined hours.

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

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

CONNECTUS has the ability to add applications such as Inmate Mail. Mail is a two way communication application that allows inmates to send messages thru the terminal/kiosk as well as receive emails from their loved ones.

Securus Secure Instant Mail feature exceeds this requirement as it eliminates the need of integration with correspondence scanning vendors benefiting Fort Bend County with cost savings in this field.

Secure Instant Mail (SIM) enables friends and family members to establish a prepaid email account with Securus to securely send email messages to inmates. These prepaid email transactions **are commissionable, adding an incremental source of revenue to Fort Bend County**. SIM was designed to provide the following improvements to facilities:

From...	To...
A manual mail process	An automated email process
No revenue related to inmate mail	Increased facility revenue through emails
Limited investigative capabilities	Archived, searchable email database
Potential mailed contraband risks	No mailed contraband physically possible
Labor intensive mail security	Increased security through automation
Limited visibility of inmate mail traffic	Interactive email activity dashboard
Facility staff dedicated to a mail room	Anytime, anywhere email review and approval process from laptops or even smart phones

Standard sort and deliver mail method	Flexible mail options designed to work with facilities' unique needs

SIM also considers the communication needs of inmates' friend and family members in Fort Bend County communities, enabling the following:

- Access a simple email interface, designed to look and feel like other public email clients
- Initiate the communication with the inmate to send emails and even pictures–*anytime, anywhere*
- Gain peace of mind, knowing the inmate received the mail by viewing approved email delivery receipts
- Communicate more frequently without the need of stamps, envelopes, and on their schedule.

How It Works

SIM is similar to standard email, but built for the corrections environment, meaning it was designed to be flexible, secure, efficient —and profitable.

Account Setup and Sending Email

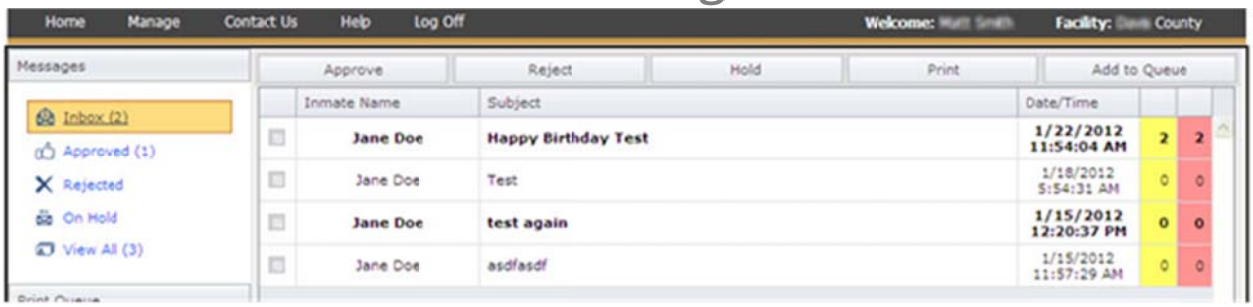
The inmate's friend or family member sets up a SIM account by going to www.securustech.net. Using the SIM Website, they can select the facility, select the inmate to receive the email, compose the email, select messaging options, pay for the email, and send the email. Messaging options include requesting approval notifications, and even uploading pictures. The email is then processed through the system for the facility's approval before it is sent to the inmate.

Facility Approval

Authorized facility staff logs into the facility's SIM Website with a secure user name and password to manage inmate emails. Staff can review, approve, and reject emails and pictures. This process is simplified through a customizable **automatic word search engine**, which flags illicit and potentially illicit words in the emails.

The following figure illustrates the system's capability to flag pending emails that contain word warnings. Their critical relevance is indicated as "red" or "yellow." The facility staff can easily point and click for approval or rejection from any approved PC at anytime, anywhere.

Secure Instant Mail Inbox with Red and Yellow Warning Word Indicator



Once the email is approved, it is archived and can be distributed to the inmate. If the friend or family member has selected to be notified, they would receive an automatic reply email at this time, confirming the approval.

Delivery to the Inmate

County inmates will receive the email through print format.

Improving Operations through Automation and Innovation

Secure Instant Mail was not only designed to provide Fort Bend County with additional revenue, but also to improve mail room operations security and efficiency. This is accomplished through fully integrated technology that places all automated tools needed to create, approve, send, and receive, and respond to email in the hands of the users.

SIM will provide Fort Bend County the following benefits:

- Eliminates the need to open, analyze, sort, translate, or x-ray mail
- Reduces contraband, improving the safety of Fort Bend County officers as well as inmates
- Speeds up the emails approval process through integrated word search engine with a built-in, editable dictionary
- Enhances investigations by archiving each email in a secure centralized database. Through the Secure Instant Mail website, investigators can search for emails by inmate, sender, date range, keyword, and much more

- Provides an interactive dashboard of email traffic by type, status, and date–*giving administrators a complete email management tool right at their fingertips*

Secure Instant Mail Message Search and Interactive Dashboard

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 WITH THIS REQUIREMENT.

Securus will provide a jail lobby kiosk and an inmate kiosk capable of providing monetary transactions.

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 County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Our kiosks are designed specifically for the corrections environments that are tamper-resistant, no external removable parts, equipped with durable housings and reinforced cords.

- •Designed for Correctional environment
- •19" LCD ELO display
- •Modern resistive touchscreen interface
- •ADA compliant
- •Card reader (credit/debit)
- •Omnidirectional Cash acceptor
- •Receipt printer
- •Option for emailed receipts
- •Individual component servicing/replacement
- •Dimensions 19"w x 60"h, 23.7d
- •Integrates with banking software to automatically transfer funds via FTP batched transfers, such as Aramark's Core Banking software.
- •24x7/365 remote monitoring from Securus Network Operations Center

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 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 County or other vendors. Kiosks must automatically print receipt for all transactions and may offer option for email receipt.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus installs and maintains its lobby kiosk network in prison and county jail visitation rooms across the country. These kiosks allow family and friends who are visiting a facility to create and fund prepaid phone accounts, fund the inmates debit calling account and deposit funds directly to an inmate's trust fund account.

The lobby kiosk accepts credit cards, debit cards as well as United States currency. Our omnidirectional cash acceptor rejects and swiftly returns all bills the system cannot process. Family and Friends can deposit funds into an inmate's commissary trust account and fund phone accounts within the same unit, eliminating the need for multiple funding kiosks in your lobby. Funds become available immediately to inmates for both phone calling and commissary accounts. Upon a completed transaction, a receipt is printed with the transaction number, deposit and fee amounts and an 800 number for customer service, available 24/7/365. There is also an option to email the receipt. Securus designed each kiosk screen for ease of use. The screens and their flow are simple- transactions take less than two minutes.

Funds can also be deposited from anywhere, anytime, 24/7/365 days a year when the public uses our easy to use website or downloads our free money transfer app, available for Apple and Android smartphones.

Securus will provide complete support, including cash collections and custodial service, throughout the life of the contract. Securus will provide all labor, parts, materials, and transportation to maintain all kiosks in working order and in compliance with the equipment manufacturer's specifications, at no cost to the County.

Our proprietary kiosk applications have layers of integrated security and are remotely monitored by our Network Operations center. Critical updates are electronically transferred if needed to update the software. Our kiosks are designed specifically for the corrections environments.

- •Designed for Correctional environment
- •19" LCD ELO display
- •Modern resistive touchscreen interface
- •ADA compliant
- •Card reader (credit/debit)
- •Omnidirectional Cash acceptor
- •Receipt printer
- •Option for emailed receipts
- •Individual component servicing/replacement
- •Dimensions 19"w x 60"h, 23.7d
- •Integrates with banking software to automatically transfer funds via FTP batched transfers, such as Aramark's Core Banking software.
- •24x7/365 remote monitoring from Securus Network Operations Center

32.2.3 Booking kiosk must accept bills and coins in United States currency. Bill acceptor must be omnidirectional. Kiosk must reject and swiftly return all bills and coins which system is unable to process. Kiosk must accept credit and debit card transactions. Kiosk must integrate with current and future County money management software, currently Aramark's Core Banking software, at no cost to County or other vendors. Kiosk must automatically print two receipts for all transactions.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The booking kiosk reduces staff workload and is designed for placement in intake areas. Newly booked inmates deposit cash or coins directly into their commissary account, reducing mistakes and liability when booking an inmate. The kiosk has a full color touchscreen and is easy to use.

Our booking kiosk automatically rejects foreign and counterfeit currency and coins and the dual receipting function provides records for both inmate and the county.

At the end of the booking event, inmates can enter a family or friend email address in the system and a canned message alerting the recipient to the arrest is sent, providing inmate name and facility location information. Securus will install and maintain all aspects of the booking kiosk. We will provide cash pickup from bonded couriers so the staff will not have to be responsible for or handle money.

Our proprietary kiosk applications have layers of integrated security and are remotely monitored by our Network Operations center. Critical updates are electronically transferred if needed to update the software. Our kiosks are designed specifically for the corrections environments.

Our kiosks are designed specifically for the corrections environments that are tamper-resistant, no external removable parts, equipped with durable housings and reinforced cords.

- •Designed for Correctional environment
- •19" LCD ELO display
- •Modern resistive touchscreen interface
- •ADA compliant
- •Card reader (credit/debit)
- •Omnidirectional Cash acceptor
- •Receipt printer (two receipts automatically)
- •Option for emailed receipts
- •Individual component servicing/replacement
- •Dimensions 19"w x 60"h, 23.7d
- •Integrates with banking software to automatically transfer funds via FTP batched transfers, such as Aramark's Core Banking software.
- •24x7/365 remote monitoring from Securus Network Operations Center

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 WITH THIS REQUIREMENT.

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

County's inmate trust fund management vendor at no cost to County and funds shall credit immediately without holds. Funding limitations and fees shall be approved by County and will not change without updated approval.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus installs and maintains its kiosk network in prison and county jail visitation rooms across the country. These kiosks allow family and friends who are visiting a facility to create and fund prepaid phone accounts, fund the inmates debit calling account and deposit funds directly to an inmate's trust fund account. Securus will integrate with the County's trust vendor to provide this solution.

The kiosk accepts credit cards, debit cards as well as United States currency. Our omnidirectional cash acceptor rejects and swiftly returns all bills the system cannot process. Family and Friends can deposit funds into an inmate's commissary trust account and fund phone accounts within the same unit, eliminating the need for multiple funding kiosks in your lobby. Funds become available immediately to inmates for both phone calling and commissary accounts. Upon a completed transaction, a receipt is printed with the transaction number, deposit and fee amounts and an 800 number for customer service, available 24/7/365. There is also an option to email the receipt. Securus designed each kiosk screen for ease of use. The screens and their flow are simple- transactions take less than two minutes.

Funds can also be deposited from anywhere, anytime, 24/7/365 days a year when the public uses our easy to use website or downloads our free money transfer app, available for Apple and Android smartphones.

Securus will provide complete support, including cash collections and custodial service, throughout the life of the contract. Securus will provide all labor, parts, materials, and transportation to maintain all kiosks in working order and in compliance with the equipment manufacturer's specifications, at no cost to the County.

Our proprietary kiosk applications have layers of integrated security and are remotely monitored by our Network Operations center. Critical updates are electronically transferred if needed to update the software. Our kiosks are designed specifically for the corrections environments.

- Designed for Correctional environment
- 19" LCD ELO display
- Modern resistive touchscreen interface
- ADA compliant
- Card reader (credit/debit)

•Omnidirectional Cash acceptor

•Receipt printer

•Option for emailed receipts

•Individual component servicing/replacement

•Dimensions 19”w x 60”h, 23.7d

•Integrates with banking software to automatically transfer funds via FTP batched transfers, such as Aramark’s Core Banking software.

•24x7/365 remote monitoring from Securus Network Operations Center

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 credit immediately without holds. Funding limitations and fees shall be approved by County and will not change without updated approval.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus installs and maintains its kiosk network in prison and county jail visitation rooms across the country. These kiosks allow family and friends who are visiting a facility to create and fund prepaid phone accounts, fund the inmates debit calling account and deposit funds directly to an inmate’s trust fund account.

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transportation to maintain all kiosks in working order and in compliance with the equipment manufacturer's specifications, at no cost to the County.

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- Integrates with banking software to automatically transfer funds via FTP batched transfers, such as Aramark's Core Banking software.
- 24x7/365 remote monitoring from Securus Network Operations Center

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

Inmate Debit accounts are inmate-owned phone accounts that allow inmates to pay for phone calls. Because the inmate funds the calls, there is no cost to the called party. Inmates can transfer funds from the commissary system to their Inmate Debit calling account.

Debit transactions include the inmates ID and the dollar amount transferred and are sent electronically from the commissary to Securus' secure FTP server. The electronic data exchange immediately updates the Securus calling platform to show the inmate identification and amount of debit time added to their phone account.

Friends and family members can also fund Inmate Debit accounts. Unlike traditional prepaid collect accounts, the inmate owns the Inmate Debit account and is not limited to calling only the numbers specified by friends and family members. Inmate Debit accounts increase the inmate calling opportunities, thereby increasing revenue and commissions for Fort Bend County,

Inmate Debit can help address several common challenges and increase efficiency:

Challenge	Inmate Debit Solution
Poor service and support from unreliable vendors	• Eliminates the need for third party vendor involvement
Overworked jail staff	• Relieves the facility staff of cash management • Eliminates the need for manual involvement from the facility staff • Eliminates the need for in-house commissary staff involvement
Vendor systems that don't	• Eliminates the need for commissary staff

communicate	involvement
Pressure to solve crimes with limited investigation resources	• Requires inmates to enter a PIN, which provides an audit trail for investigations
Need to drive commissions or decrease services	• Increases funding options, which leads to more funding
Pressure to ensure inmate, constituent, and employee safety	• Requires inmates to enter a PIN, which provides an audit trail for investigations
Tight or declining budget	• Provides option to allocate Inmate Debit commissions to the inmate fund or general fund • Increases funding options, which leads to more funding
Focus on inmate and constituent family members' satisfaction	• Provides additional funding options for both inmates and family members, and does not require friends and family members to open an account • Completes more inmate calls • No-charge to the inmate to manage the account • Increases inmate control over his account

Implementing Inmate Debit

The Securus Integration team commits to integrating with the commissary or trust provider to enable Inmate Debit within 30 days. The Integration team provides inmate and friends and family marketing materials to promote Inmate Debit. Securus will also insert call prompts for inmates and friends and family to assist them in funding an account.

At implementation, Securus creates an Inmate Debit account for all existing inmates and new inmates at booking.

Adding Funds

Inmates add funds to their accounts through automated trust transfers, such as Commissary Order by Phone, forms, and kiosks.

Friends and family members can add funds to an Inmate Debit account without opening an account. Friends and family members deposit money directly into an inmate's debit account using several convenient deposit methods:

- Securus Correctional Billing Services Website
- Customer service representatives
- United States Post Office—Mail the payment to Securus Correctional Billing Services PO Box.

Friends and family members also have multiple payment options to fund accounts, including credit or debit cards.

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 integrates with the County's inmate banking or commissary system (inmate trust accounts).

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus handles all payments, relieving Fort Bend County from the cash handling business. SCP recognizes the funding transaction and transfers the funds to Securus. Securus will then pay commissions to the facility based on monthly usage.

SCP automatically closes Debit accounts upon inmate release. The remaining unused balances are made available for refund to the inmate. Securus currently has this in place today where unused inmate debit funds are sent back to Aramark and inmates are able to get unused phone time as part of their refund process.

In the event Aramark is no longer the commissary vendor at Fort Bend, JPay's release debit card program enables correctional agencies to liquidate trust accounts and issue gate money without having to handle cash or issue checks to inmates being released. The county would issue a prepaid debit card to an inmate that contains the inmate's remaining trust account balance and/or gate money. The released inmate ("Cardholder") can then use the card for cash withdrawal at ATMs and at merchants for signature and PIN-based purchases. Even after an inmate is released, the county can still add/subtract funds or void a release card.

JPay has issued more than a million cards to date throughout 15 state prison systems and multiple county jails. Our proven program is the most widely used release debit card program in corrections because of its simplicity and reliability. JPay provides all of the components necessary for the program at no cost to the county.

Card Inventory

JPay's Client Services team manages all card inventory and fulfillment for the county. JPay provides the county quarterly, monthly or as-needed shipments to any business office or

facility. JPay ensures each facility or business office has a debit card supply that exceeds three months of the number of inmates scheduled to be released. JPay provides all cards at no cost to the county.

Immediate Access to Funds

Unlike competing systems, with JPay's program, released inmates do not have to take action to activate their cards. Every dollar loaded onto the JPay release card is immediately available for the cardholder to spend. To make a PIN-based purchase or withdraw funds from an ATM, the cardholder simply calls the toll-free number on the back of the card to securely set up their unique PIN number.

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 WITH THIS REQUIREMENT.

Through the Personal Allowed Number feature (PAN), Securus' SCP provides allowed contact lists to limit contacts to only those individuals listed on an inmate's approved contact list.

The Personal Allowed Number (PAN) feature in the SCP provides an approved calling list for each inmate. The PAN restricts inmate calling to only those numbers on their list.

Securus built this feature with the awareness that each facility has unique needs for implementing allowed calling lists. Like all other features of 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) 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 phone numbers on their list such as adding a new number, removing a number, checking the status of a phone number, or hearing the phone numbers are 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 SCP finds a valid BNA, it will call the phone number and ask the called party 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 have the ability to accept calling lists from inmates, verify the phone numbers, and enter them into the SCP 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. SCP allows for the importing of Personal Allowed Numbers through our E-Imports application to add, create relationships, and deactivate numbers. No staff time would be required to administer this process. This is a specialized form of PAN administration, based on specific integration requirements of a facility.

Additional PAN Features

The SCP provides administrators additional features to maximize efficiency, control, and inspection of PAN lists:

- Global Allowed List
- Automated List Refresh
- Verified/Not Verified PAN
- Speed Dial for PANs
- Associate PANs to PINs
- PAN Management Report
- PAN Change Log Report
- PAN Frequency Report

The following table provides descriptions of each PAN features and their primary benefit to Fort Bend County.

PAN Features

PAN Feature	Primary Benefit	Description
Global Allowed List	Efficiency	Certain phone numbers, such as attorney numbers, can be authorized for all inmates by including them on SCP's "global allowed list."
Automated List Refresh	Efficiency	With this automated feature, PAN lists can be configured to refresh every month on a certain day, such as the first of every

		month.
Verified/ Not Verified PAN	Safety and control	This feature flags numbers added to the inmate's PAN list as "verified" or "not verified." If the PAN is "not verified", the inmate can call the number for a configurable number of days before it is blocked. Once the threshold number is reached and the number is blocked, a facility administrator must verify the number and if appropriate, allow calls to that number again.
Speed Dial for PANs	Safety and control	Setting up speed dial numbers for PANs is a preventative measure that reduces an inmate's ability to steal or use other PINs or PANs.
Associate PANs to PINs	Safety and control	SCP associate PANs with specific PINs. Administrators can apply restrictions to PINs giving facilities control over when and where an inmate can place a call, how long they can talk per call, and how many calls they can make by day, week, or month.
PAN Management Report	Efficiency	This user-friendly, interactive report provides a dashboard view of all PAN entries in the system. The report indicates PAN entries entered into the Inmate Managed PAN System. Users can select from more than twenty criteria to produce reports with multiple data points. All reports are exportable to Excel, CSV, and PDF.
PAN Change Log Report	Safety and control	PAN Change Log functionality records all actions that SCP users make to the verified field in the SCP user interface. It also allows administrators to examine all PAN list changes; specifically, when changes occur, and by whom, helping administrators and investigators track user accountability.
PAN Frequency Report	Safety and control	Shows phone numbers that appear in multiple PAN lists. Users have the ability to enter threshold numbers to define search criteria. For example, a threshold of "four" will show phone numbers that appear in PAN lists more than four times. This report also allows users to create a detail report with specific detail for each call.

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 WITH THIS REQUIREMENT.

Securus' provided systems have an integrated PIN assignment and management function that allows any or all inmates to be identified. Currently, Securus integrates with the Aramark system allowing the inmate to change his PIN on the fly. Also available through the Securus Inmate Login Portal, the inmate will have the ability to change and manage his user permissions on the ConnectUs Platform including changing inmate PIN.

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 WITH THIS REQUIREMENT.

Securus' SCP allows 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 are implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system has the capability to automatically reactivate the inmate's system usage privileges and assigned restrictions after a user-specified date.

Calling Restrictions enable control of calling activity— such as call durations— by inmate, by port, by multiple phone groups, by customer, or by facility. The facility can set a maximum time limit for any call type or all calls related to an individual PIN or all PINs. Users can assign multiple restrictions to any PIN or telephone number associated with a PIN.

Examples of restrictions are:

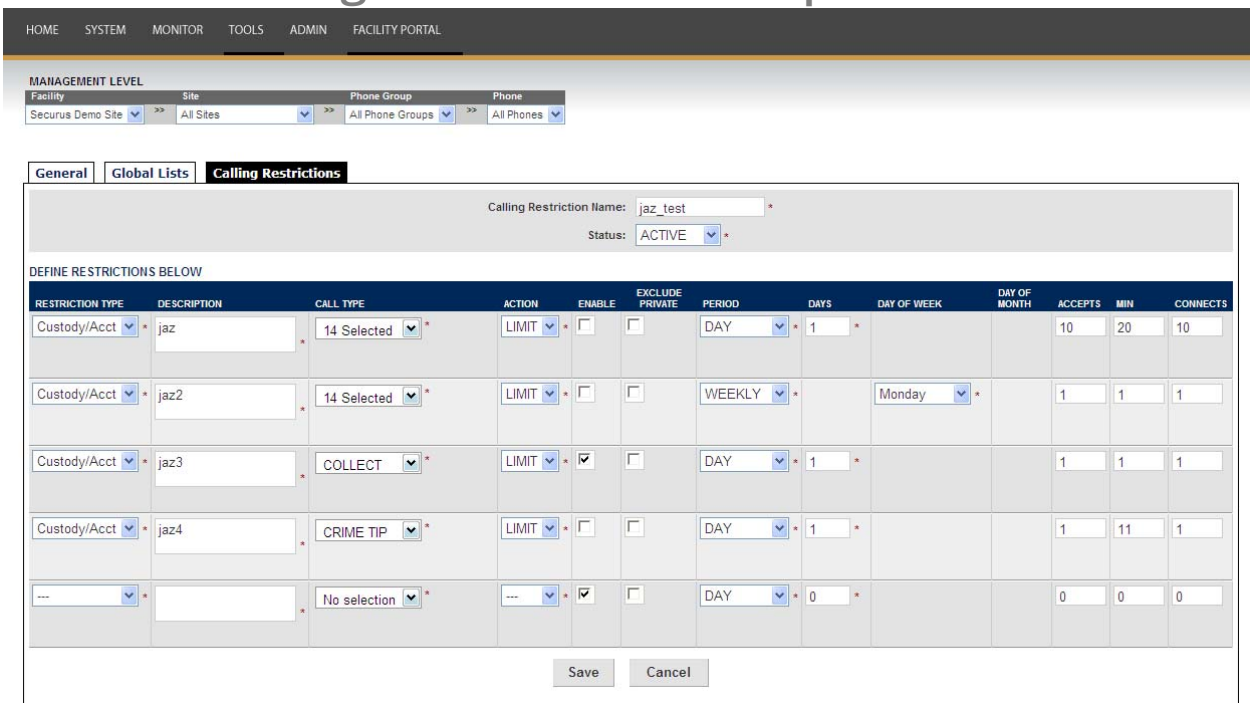
- Maximum duration of a call for PIN
- Maximum number of calls from that PIN per day/week/month.

All imposed calling restrictions are automatically managed by the calling platform to relieve facility staff of calling restriction maintenance responsibilities.

If restraining orders or called party financial conditions require a limit to the length of time or monthly cost of inmate calling to a particular party, SCP automatically denies calls that exceed such thresholds.

The Securus Calling Restrictions capability also provides additional PIN suspension features to help facility staff maintain control of inmate activity. Administrators can suspend a single or multiple inmates PINs from either the on-site administrative terminal or an authorized remote terminal. This suspension feature, frequently used for punitive reasons, allows the facility to deny telephone privileges to one or more inmates without affecting other inmates who share the same inmate telephones. SCP enforces the PIN denial for the duration entered. This feature allows inmates to make privileged calls if necessary, even while calling privileges are suspended. Direct manual control of this suspension feature is also allowed from the on-site administrative terminals or authorized remote terminals.

Calling Restrictions – Sample Screen



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 WITH THIS REQUIREMENT.

In the Mode 3 – Closed PIN feature, the SCP provides the most restrictive calling privileges. It also 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 the inmates request changes to their calling lists. This type of control is usually recommended only for facilities with a low rate of inmate population turnover, or where such extreme security measures are desirable. Note that in a Closed PIN environment, the facility may choose to make certain telephone numbers commonly available to all inmates. The common numbers may be assigned global or facility accounts.

The system can set a maximum time limit for any call or all calls from an individual PIN or all PINs. Administrators can tie many additional restrictions to any PIN or telephone, or telephone number associated with a PIN such as:

- Time of day and/or day of week
- Maximum duration of a call for that PIN or phone
- Maximum number of calls or minutes an inmate may use per day, week, or month

The calling platform automatically manages all imposed calling restrictions.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

An uninterruptible filtered power source is 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 will maintain an uninterruptible power supply (UPS) backup for the equipment installed on Fort Bend County premises. The UPS eliminates spikes, sags, surges,

transients, and all other over/under voltage and frequency conditions, providing clean power to connected critical loads.

Sample UPS

The rack mount UPS is a high-density backup power protection solution that is ideal for servers, storage systems, network equipment and other critical devices. It also offers the best UPS power protection against five of the nine most common power quality problems. The slim design and wide range of UPS system installation possibilities make this the most versatile UPS power quality solution available.

Calls In Progress

The Integrated Access Device (IAD)s and uninterruptible power supply (UPS) maintain all in-progress telephone calls for up to 30 minutes while blocking additional call attempts after the event. After 30 minutes, the system terminates all calls in progress and powers down to a quiescent state that allows it to resume full operation automatically 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 WITH THIS REQUIREMENT.

The Integrated Access Device (IAD) and uninterruptible power supply (UPS) maintain all currently ongoing telephone calls for up to 30 minutes while blocking any additional call attempts after the event. After 30 minutes, the system powers down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power is restored, the system immediately restores call processing.

When commercial power is lost, there is no change in the operational characteristics of the system. If commercial power is not restored prior to exhausting UPS power, the system terminates all calls in progress and shuts down. If commercial power is restored prior to exhausting UPS power, no change occurs in the operational characteristics of the system.

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 County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus' Secure Communication Platform, ConnectUs, and SecureView Tablet offers are capable of communicating to English and Spanish speaking inmates. These solutions have instructions provided in English and Spanish on each inmate device. System prompts, warnings and messages are available in English and Spanish. SCP can be configured to provide prompts in as many as nine languages at no cost to County.

Secure Communication Platform (SCP)

The Securus SCP 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 can provide additional languages on request. SCP can be configured to provide prompts in as many as nine languages.

During call acceptance, the called party receives the acceptance instructions in English first and then receives an option to continue in the language the inmate selected. 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 materials and techniques appropriate for the correctional environment that explain the process in a clear, easy to read manner:

Sample Dialing Instructions in English and Spanish

This Call is Being Recorded	Esta Llamada va Hacer Gravada
DIALING INSTRUCTIONS	**INSTRUCCIONES PARA LLAMADA**
Press '1' for English	Marque '2' para español
For a collect call, press '1'	Para llamada a cobrarse, marque '1'
For a debit call, press '2'	Para llamada de débito, marque '2'
TIPS Hotline, press '8'	Para linea de aviso secreto, marque ' 8'
Enter your PIN number	Marque su numero de identificación personal
Enter your area code and phone number	Marque su numero de telefono, incluya su codigo local o lada
You may hear silence during the acceptance of your call. Please continue to hold.	Vas a oir silencia mientras aceptan su llamada. Continue esperando por favor.

sPhone (Multi-Function Kiosk)

ConnectUs supports the ability to display applications in multiple languages—allowing inmates to use the system in their preferred language and enhancing Fort Bend County's support of non-English speaking inmates.

Inmates can change the display language by selecting the language icon in the header of ConnectUs. Even better is that ConnectUs stores videos and documents in multiple languages, and then displays videos for only the language that is selected—so the applications on the screen will dynamically change, based on content that is available for the selected language.

ConnectUs Multiple Languages

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 WITH THIS REQUIREMENT.

The Securus solutions are hosted in our Dallas Network Operations Center. We have the ability to remote diagnose, program, poll, and report on your systems at all times.

Securus Network Operations Center

The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems and platforms, including Securus Video Visitation. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. The NOC is staffed with skilled technicians trained to monitor, diagnose, and resolve potential system or network abnormalities, or escalate the issue to the appropriate Information Technology (IT) support personnel.

Securus Network Operations Center

Network Operations Center Proactive Monitoring

Proactive Monitoring

System Platforms and Network

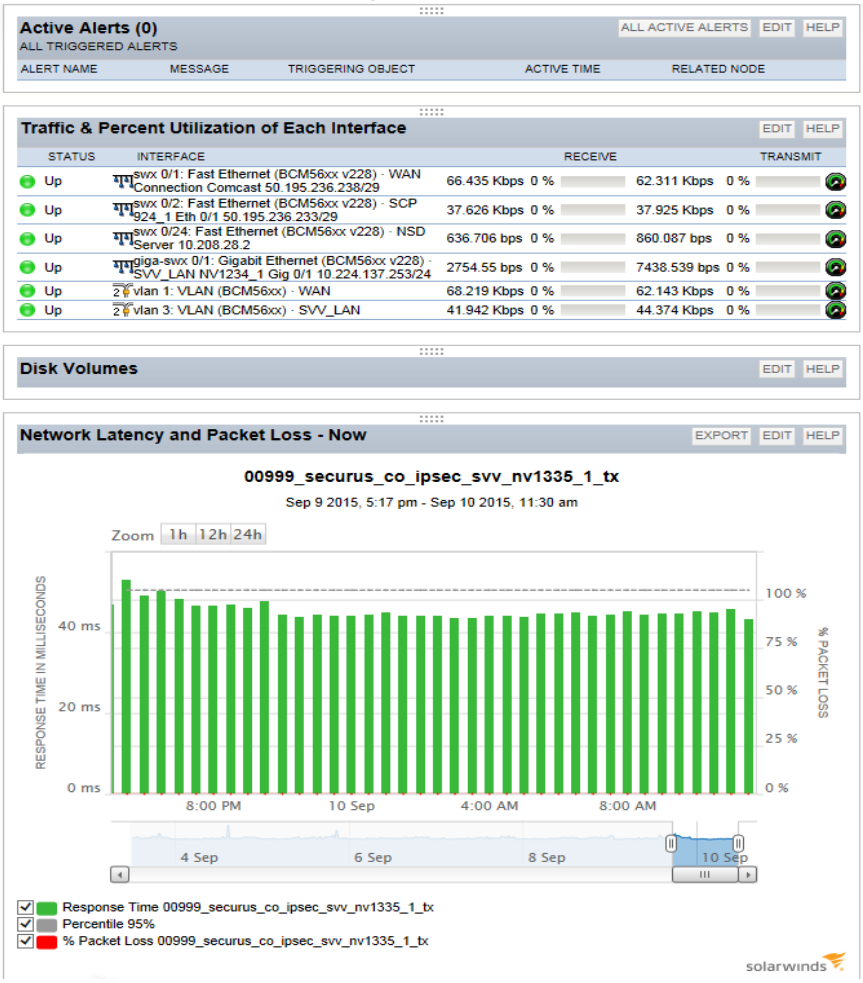
Securus continuously monitors all data centers, infrastructure components, platform systems, including Securus Video Visitation using the SolarWinds® suite of network performance monitors. The SolarWinds® performance monitors are highly configurable to provide real-time monitoring, event notification, alert history and statistical information. An alarm condition creates immediate visual alerts and email notifications.

SolarWinds® Typical Monitored SVV System and Application Elements

Premise Equipment

The Securus Technical Support team provides 24x7x365 monitoring of all facility-based SVV equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including SVV network equipment and SVV terminals. The systems are polled every two minutes to ensure connectivity and their vital operating statistics are 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.

SolarWinds® Device Monitoring Example (Bandwidth & Network Latency - SVV Network device)



In addition to real-time monitoring and alerting, the SolarWinds® network performance monitor also provides historical data for network alerts, bandwidth usage and hardware performance for SVV installations. This detailed level of monitoring allows Securus Technical Support to closely analyze performance and take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

Performance and Stability

The SVV platform and network are continuously monitored and evaluated for performance and stability. Securus performs regularly scheduled preventative maintenance to all of its production SVV systems as well as implements new software enhancements as they become available. These activities are controlled by a production change control review group. Additionally, Securus change control practices have been reviewed and are compliant with Sarbanes Oxley. All SVV platform systems are located in professionally managed and staffed carrier-class data centers that meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier IV (highest availability) data centers. These proactive stability measures enabled the Securus SVV platform to maintain 99.987% availability in 2014.

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 WITH THIS REQUIREMENT.

Securus' SCP does allow for programmable conversation length. The system will play a warning message 1 minute before the time is up. Through Securus' SCP, programming call length is based on an inmate's PIN, therefor; authorized Fort Bend County staff can program different maximum allowable call lengths for different inmates based on their PIN. Please see below for details on this function.

Duration

The Securus Secure Call Platform (SCP) can set a maximum time limit for any call or all calls related to an individual PIN or all PINs. Administrators can tie many additional restrictions to any PIN or telephone:

- ✓ Maximum duration of a call for PIN
- ✓ Maximum number of concurrent calls to any number or from that PIN

To reduce workload for facility personnel, SCP automatically manages all imposed restrictions.

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 reasons are:

- ✓ "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."

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 WITH THIS REQUIREMENT.

Securus' platforms have the ability to support a programmable inmate access based on time, date, or day of week. This access can be programmable by inmate, phone, destination phone number, housing unit, facility, and by the system as a whole. SCP can also accommodate special holiday programming.

In addition, SCP allows unlimited time-based control of inmate calling. As with most features, calling times can be configured on a per-minute, per-telephone, per-group, per-facility, or system-wide basis. Multiple allowed/prohibited call times can be configured each day of the week.

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.

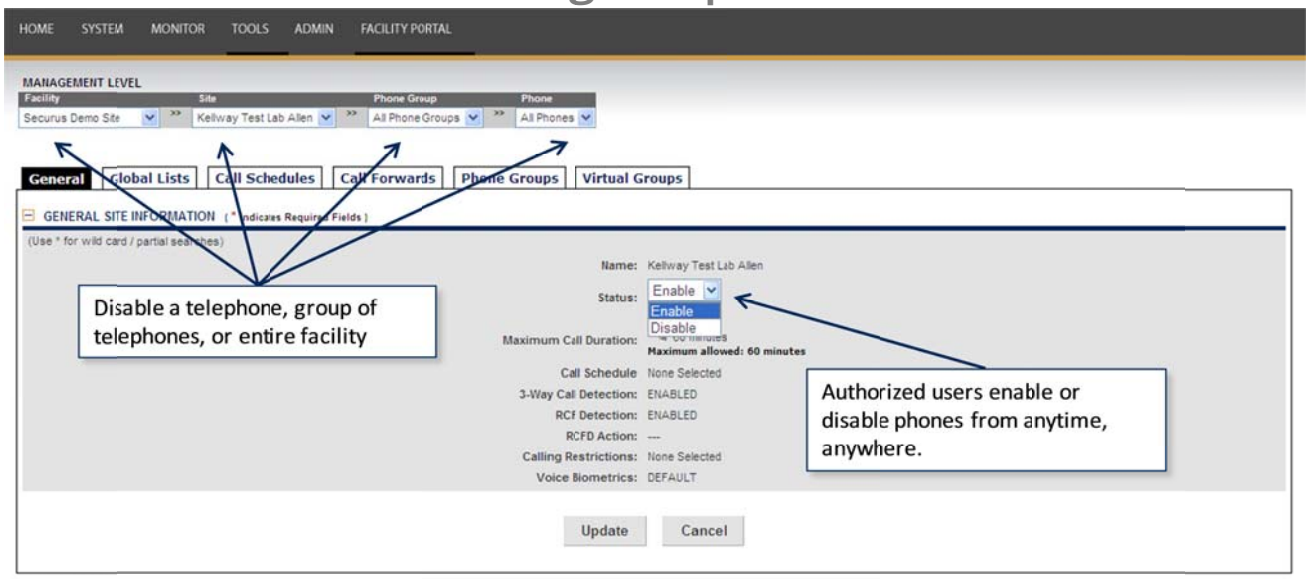
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The Securus Secure Call Platform (SCP) provides complete flexibility to disable telephone use at any time of day through manual intervention or preset calling schedules.

SCP allows authorized users to disable a telephone, group of telephones, or all facility phones using any personal computer with access to the Internet. Securus is one of the only providers to offer this capability anytime, from anywhere, 24 hours a day, seven days a

week. This function allows authorized users to either kill the call immediately or allow current calls to finish while not allowing any new calls.

Disabling Telephones



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 WITH THIS REQUIREMENT.

The SCP is compatible with manual cut-off switches that are typically located in the main control room, officer substations, or guard towers, as required.

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 service must operate completely independent of any administration terminal. Should an on- site 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, and system controls and contact data shall

remain accessible from authorized remote computers until the on-site workstation computer is repaired or replaced.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will provide at least five (5) on-site personal computers with access to our centralized system. All computers are equipped with DVDRW drives and the capability to burn and pull call recordings. Since the Securus system is a hosted platform it is not necessary for authorized facility to personnel to use this workstation to access the system. Our SCP system can be accessed from any computer with high-speed internet access and Internet Explorer. Centralized servers are all located in a disaster recovery data center and are therefore not impacted by any workstation "crash." Furthermore, all Securus systems are monitored 24/7 by our Network Operations Center, meaning we find the majority of system issues before you even notice there is a problem.

Additionally, because SCP is entirely Web-based, authorized users access the system at any time, from any location. We call this anytime/anywhere access. This design delivers investigative recordings with digital clarity and provides easy remote monitoring from any secure Web browser with Internet access.

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 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 WITH THIS REQUIREMENT.

The SCP is a highly featured, flexible, state-of-the-art system designed to provide our customers with the ultimate in inmate call control, fraud control and tracking, security, reporting, and investigative capabilities.

SCP's user interface is Fort Bend County's window to all of these features. Because it is entirely Web-based, authorized users access the system at any time, from any location. We call this anytime/anywhere access. This design delivers investigative recordings with digital clarity and provides easy remote monitoring from any secure Web browser with Internet access.

This system is one of the only single-point-access user interfaces in the industry, built to allow our customers complete control over their systems in a simple, reliable, secure environment. Authorized users can easily apply settings and configurations to turn on a phone to a pod, restrict a phone, change a blocked number, and turn on or off a feature or

application—all in real time. All features are completely integrated and can easily be accessed with the click of a mouse. As a result, Fort Bend County will experience the following benefits:

- Increased efficiency for staff
- Increased flexibility
- Quicker "on-demand" access to call detail records and call recordings
- Unequalled investigative access to potential criminal activity

To access the SCP interface, users open Internet Explorer (version 6 or higher) and enter the URL: https://commandcenter.securustech.net. They then enter a valid user name and password.

Each user is assigned access rights by the administrator, which allows the County to control security based on the facility's clearance objectives. Administrators can limit individual access to each application, but they can also limit access to each function within each application. To help manage access, a user log is provided that illustrates the username, time of access, and modules accessed.

To allow administrators even more security and control, user access can even be programmed to restrict users to specific IP addresses within certain time limits. For example, a user could be restricted to access the SCP user interface from their workstation (and only their workstation) between the hours of 8:00 AM and 5:00 PM.

Securus applies a high level of security to protect against cyber-pirates. Applications transmitting data across public networks are supporting SSL, Certs, and encryption. Cisco and Juniper firewalls, used throughout the network to protect SCP and our customers, create DMZ networks. In addition, all servers, laptops, and workstations require anti-virus and anti-spyware protection software, and the latest operating system patches. Securus supports both AVG and Symantec anti-virus.

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 WITH THIS REQUIREMENT.

The SCP generates a detailed call record for every inmate call attempt. All call detail records are collected and stored in real-time at a central, secure location with redundancy. All call detail records are stored on-line, available at the system workstation, for the entire duration of the contract.

Securus provides a secure, centralized System Database for call detail records that are replicated to many other systems within the Securus network, including the rating and billing database. This feature is designed to prevent loss of data. Securus' SCP has the capacity to store multiple years of call data as required by the facility.

To provide Fort Bend County with redundancy, SCP writes all recorded calls to two separate storage area networks (SANs), using two separate connections to the different SANs. SCP also writes the recorded calls to offsite copies, which are archived for disaster recovery purposes.

33.1.19 Contact Detail Reports: Contact Detail Reports should be available to 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

The Securus Secure Call Platform (SCP) has a dedicated report writer that provides investigative information based on the call detail records. This sophisticated reporting tool provides a reporting interface into all calling activities.

Users can search and analyze call details on all calls placed from each inmate telephone through SCP. These details include date, time, duration, telephone number, origination, destination, inmate ID, termination reason, and more. SCP retains call details on all call

attempts. Users can customize the standard reports by varying search criteria, such as date range, facility, or call length.

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

- Per phone, per location, and per offender
- Destination number (partial or full number entry)
- Date and time range
- Call frequency
- Call type (completed, incomplete, blocked)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity
- Offender name
- Offender PIN (if used) and/or account number
- Prepaid calling card number
- Destination zone (local, interLATA, interstate, intraLATA, international)

The Investigative Reports section compiles data and opens the information in a report format, on the workstation monitor. Investigative Reports provides multiple functions for call playback and copying call recordings to remote media. Authorized personnel can use this unique application to generate a report even when only a little information is available.

A full set of reports that administrative users need daily, as well as a full set of investigative reports, makes Securus' Standard Reports generator anything but standard.

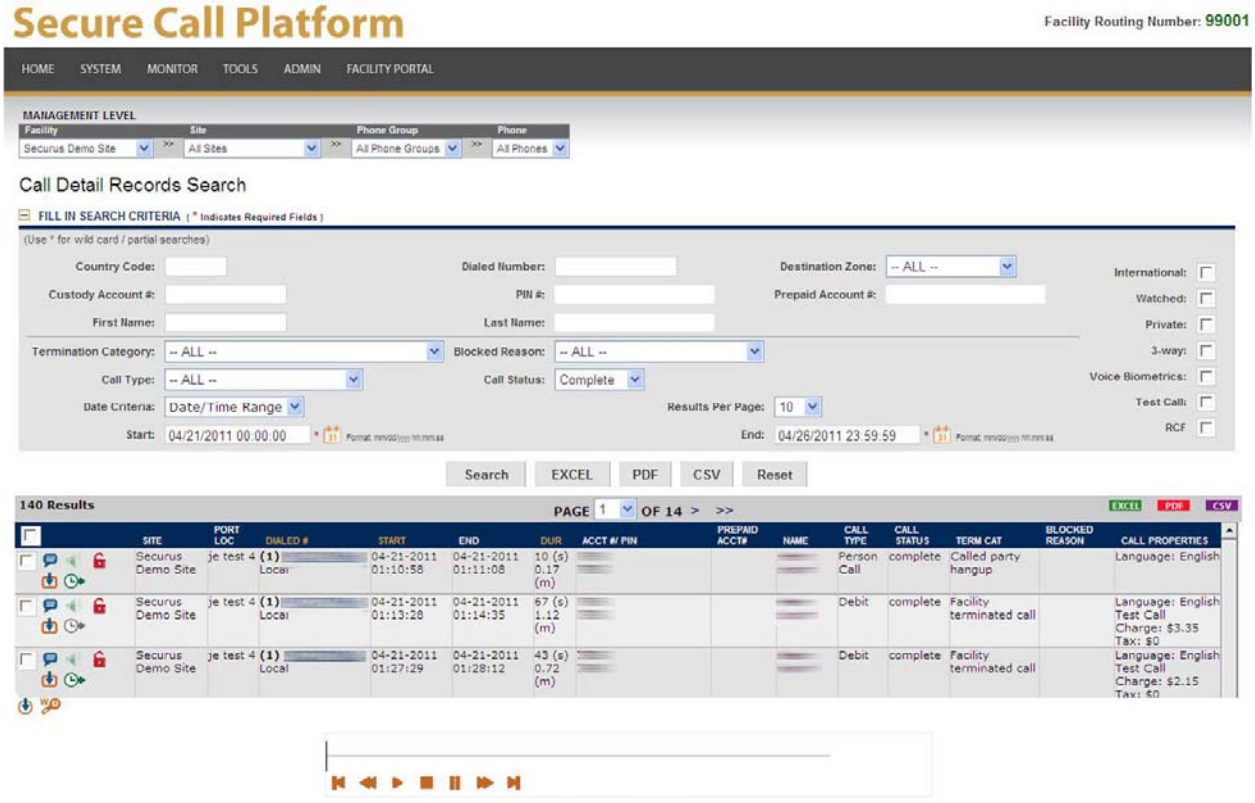
Call Detail Report

The Call Detail Report (CDR) provides investigators an intuitive and user-friendly report to view or search virtually anything related to an inmate call, including:

- Site name from which the call originated
- Phone location as labeled in the system
- Facility code
- Dialed number

- Start date/time
- End date/time
- Duration of call
- Inmate Account Number
- Inmate PIN
- Prepaid card number if used
- Inmate first, middle, and last name
- Type of call (voice mail, person call, prepaid call, debit call)
- Status of call (complete/incomplete)
- Reason for call termination
- Reason for block
- Call properties (watched number, RCF detected, three-way attempt, private number)
- Destination zone
- Desired results per page

Call Detail Report



Also, Call Detail Record (CDR) reports allow users to:

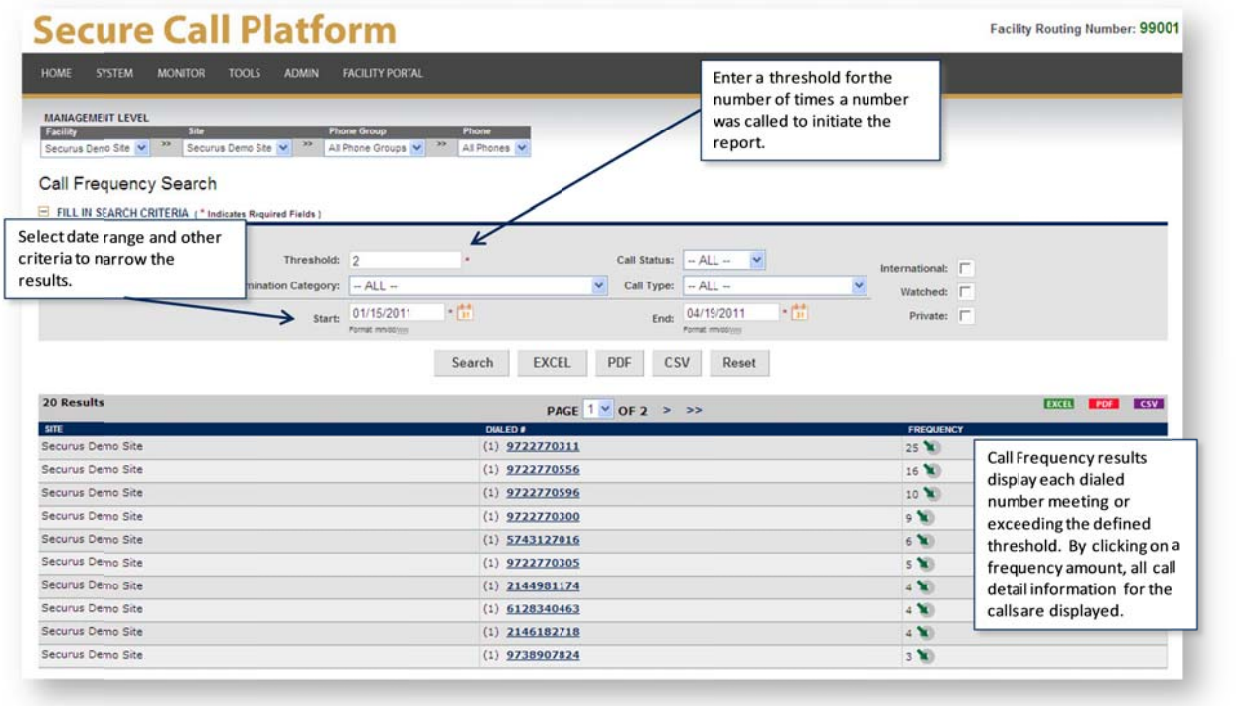
- Add notes to a call record or a tracking number
- Mark the notes private or public
- Play the call
- Copy the call to a management folder for download
- Download the call immediately with a one click operation
- Extend the call expiration date if it is approaching the agreed upon storage threshold
- Export the report results (users can export all SCP reports)
- Select a single site, all sites, or allowed sites, and specify information by phone, phone group, or the entire customer profile.

Call Frequency Report

The Frequently Called Number (FCN) feature allows investigators to generate a report by entering a frequency threshold to find only those numbers called more than the specified number of times. Investigators can use this report to determine specific call patterns, detail suspicious activity, and selectively assign a watched number status to potential fraudulent numbers. Search criteria include:

- Threshold (Number of times a phone number was called)
- International
- Watched
- Private
- Termination Category
- Call Type
- Call Status
- Date Range

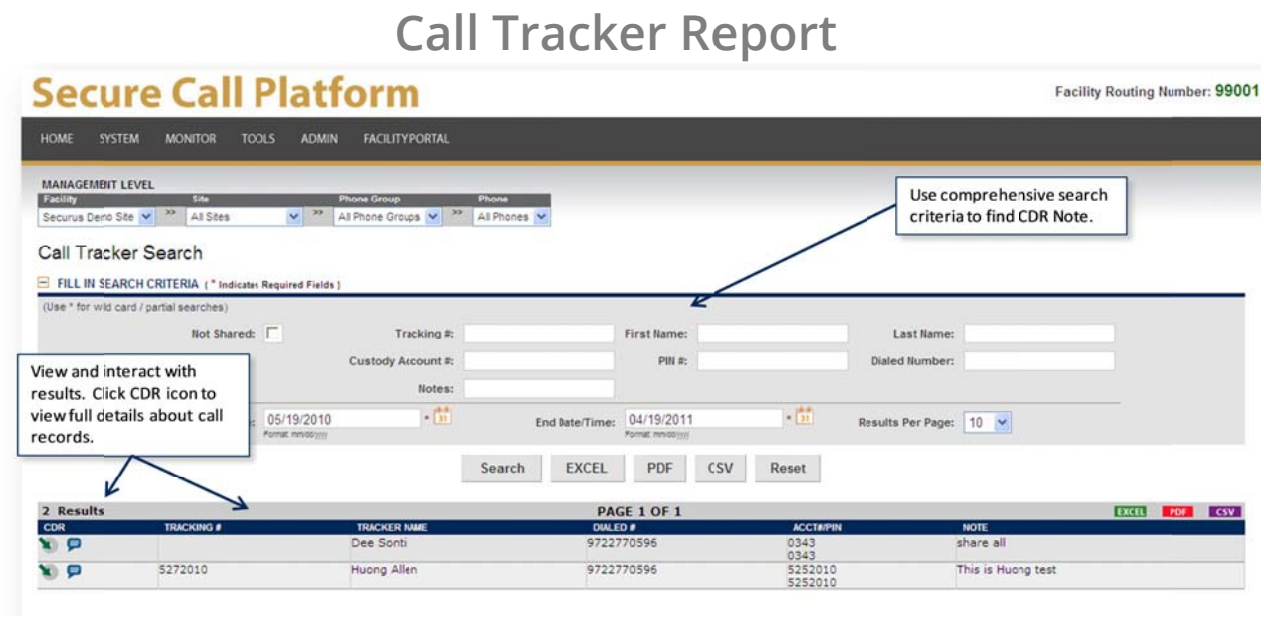
Call Frequency Report



Call Tracker Report

The Call Tracker Report allows users to track CDR notes (made by themselves or other investigators). Authorized users can export report results to Excel, PDF, and CSV file formats. Search criteria include:

- Not Shared (when checked, shows the user's notes that are flagged "not share" with others)
- Tracking number
- First and last name
- Custody Account and PIN
- Dialed number
- Notes (allows users to conduct a search using keywords included in the notes)
- Date range
- Results per page

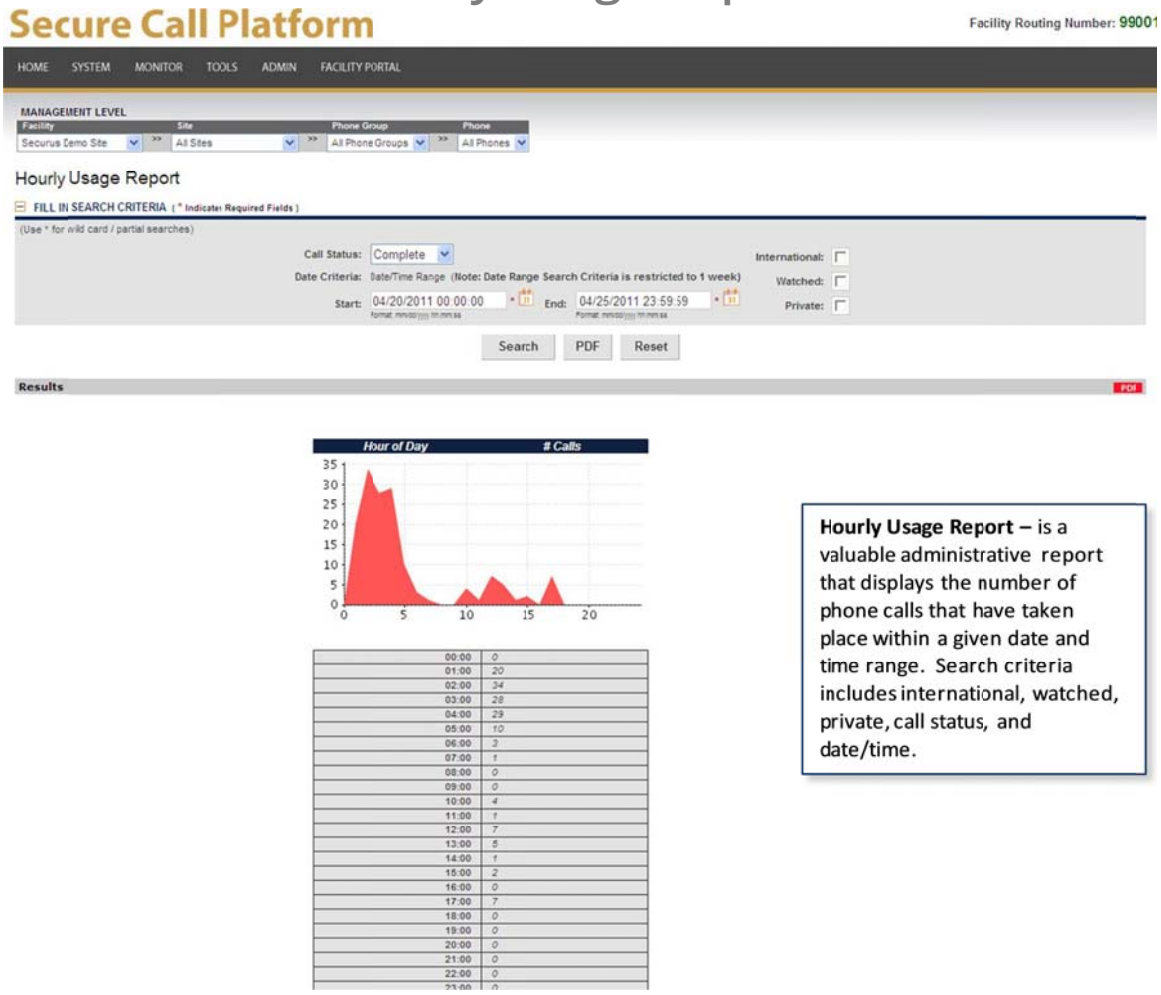


Hourly Usage Report

The Hourly Usage Report shows users the number of phone calls that have taken place within a given date and time range. Users may export the data to Adobe PDF. Search criteria include:

- International
- Watched
- Private
- Call Status (Complete and/or Incomplete Calls)
- Date and Time (Maximum one week search)

Hourly Usage Report

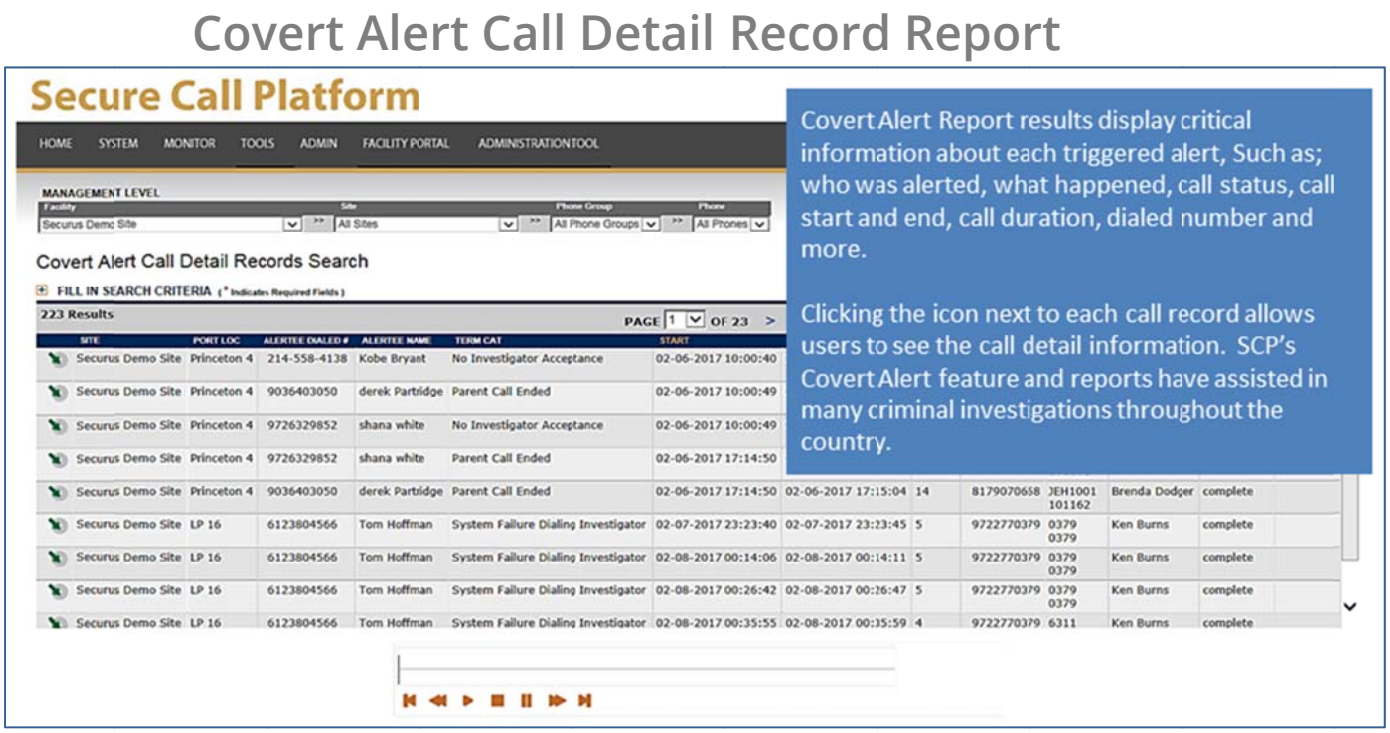


Hourly Usage Report – is a valuable administrative report that displays the number of phone calls that have taken place within a given date and time range. Search criteria includes international, watched, private, call status, and date/time.

Covert Alert Call Detail Record Report

The Covert Alert Call Detail Record Report shows users any Covert Alerts triggered during a specified date and time range. Results can be exported to Excel, PDF and CSV file formats. Search criteria include:

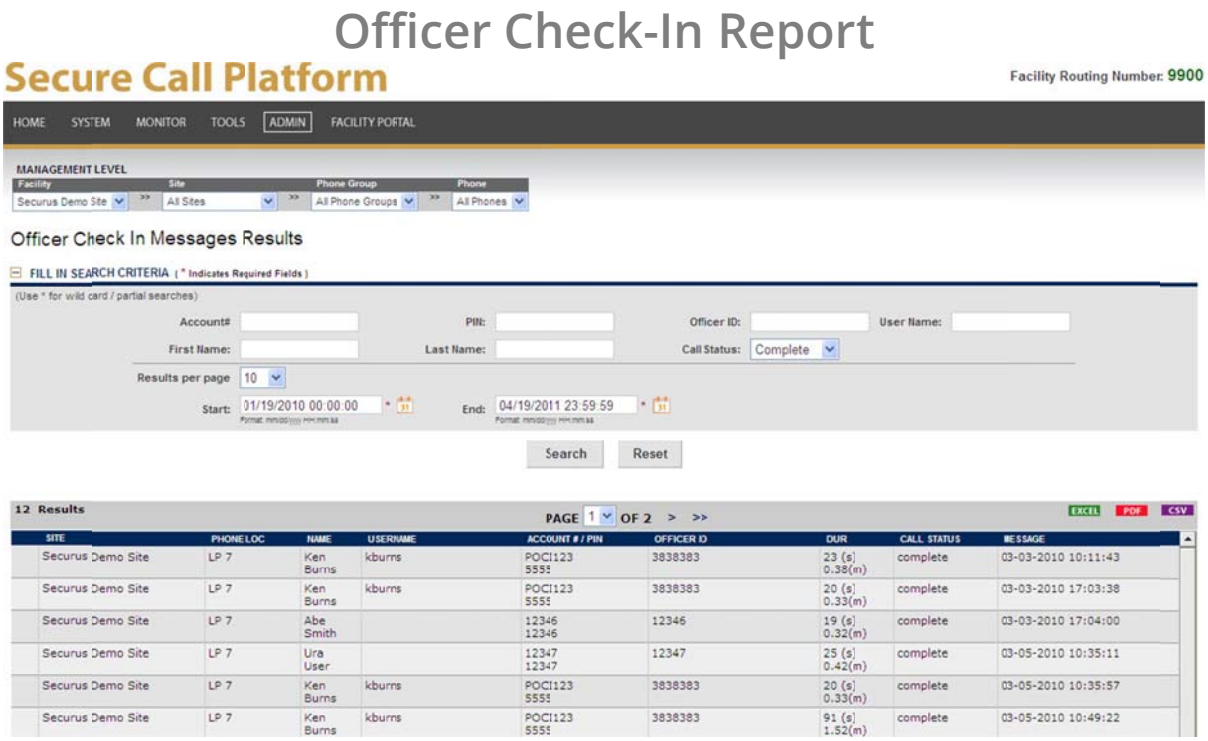
- Alertee Phone Number (The person that the phone call was forwarded to i.e. investigator)
- Alertee first and last name
- Dialed Phone Number
- Custody Account and PIN
- First and last name
- Termination Category
- Call Status
- Date/Time range



Officer Check-In Report

The Officer Check-In Report shows when officers have “checked-in” at different phones and any messages they have left. Users can listen to recorded messages from the report. Results are exportable to Excel, PDF, and CSV file formats. Search criteria include:

- Account number (Of the officer)
- PIN (PIN number associated with an officer)
- Officer ID
- User Name (SCP user ID of the officer if he/she has one)
- First and Last Name
- Call Status
- Date and Time Range
- Results per page



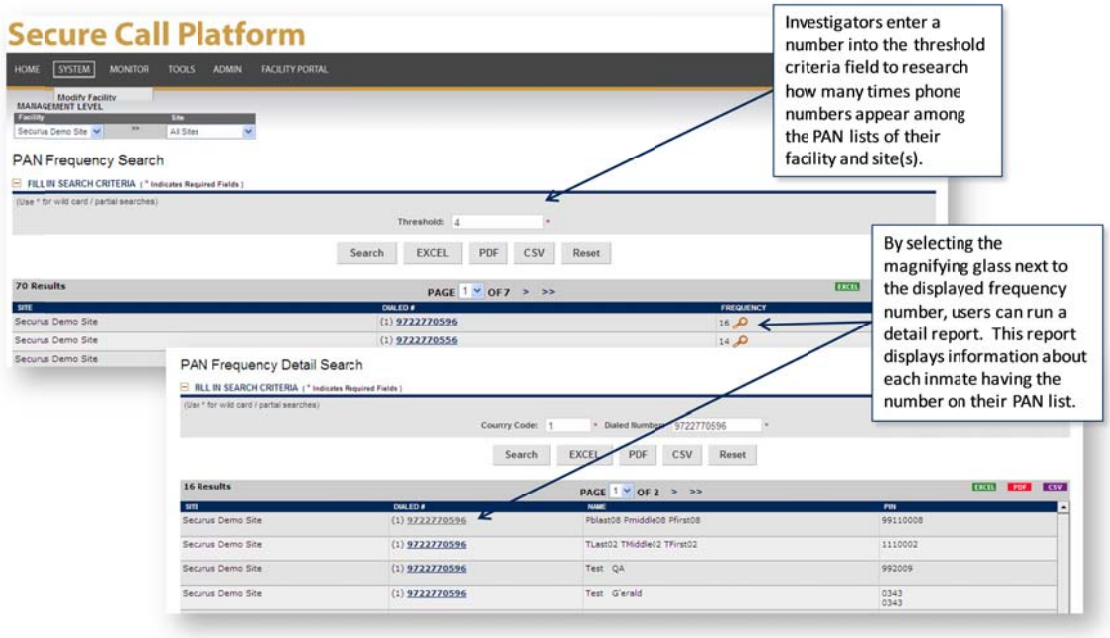
Personal Allowed Number Frequency Report

The Personal Allowed Number (PAN) Frequency Report shows phone numbers that appear in multiple PAN lists. Users enter threshold numbers to define search criteria. For example, a threshold of "four" will show phone numbers that appear on more than four PAN lists.

Personal Allowed Number Frequency Detail Report

The PAN Frequency Detail Report allows users to search PAN lists to see phone numbers that appear more than once.

Personal Allowed Number Frequency Report

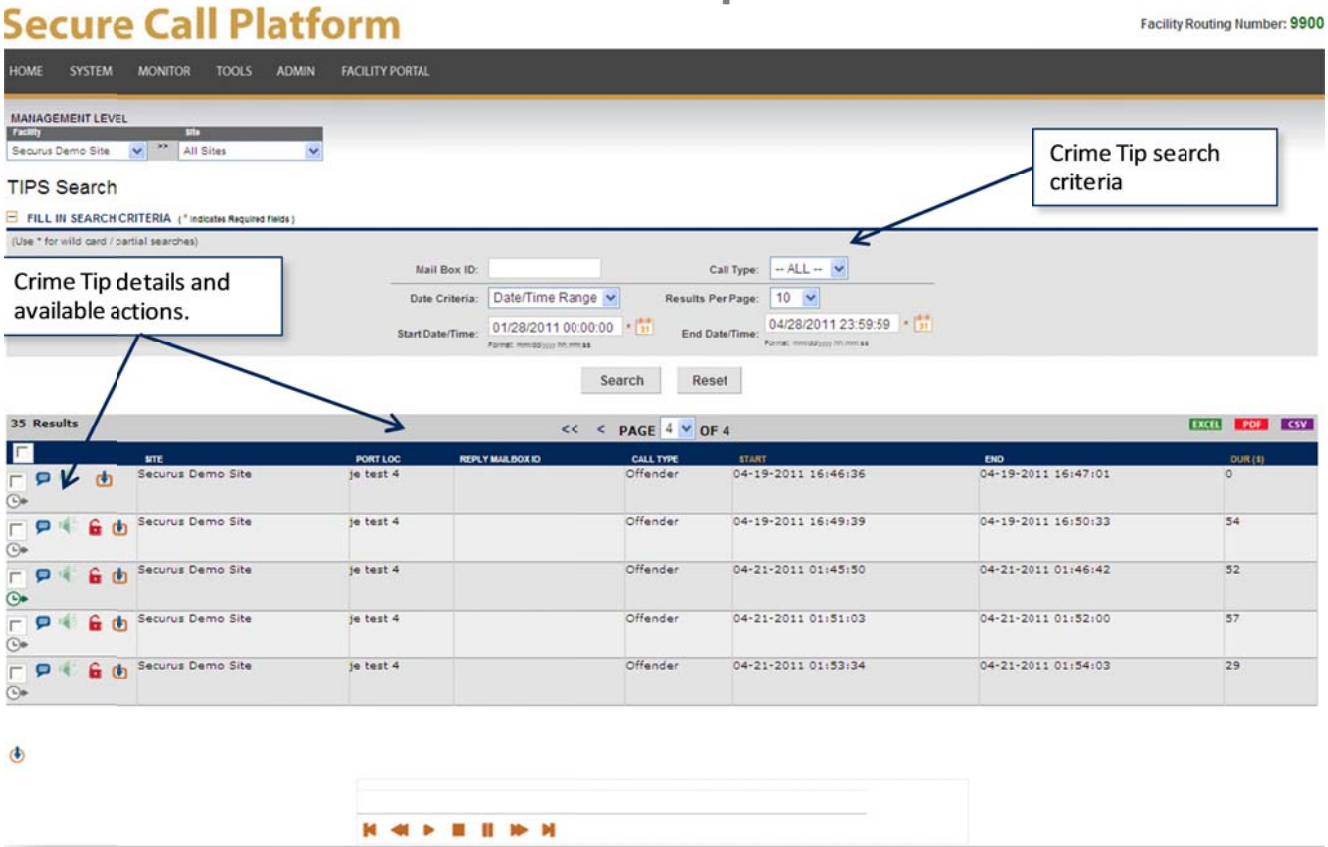


CrimeTIP Report

The CrimeTIP report allows users to search for and listen to any anonymous crime tip messages left by inmates, outside parties, or officer replies. Search criteria include:

- Mail Box ID
- Call Type
- Date / Time Range
- Results per page

CrimeTIP Report



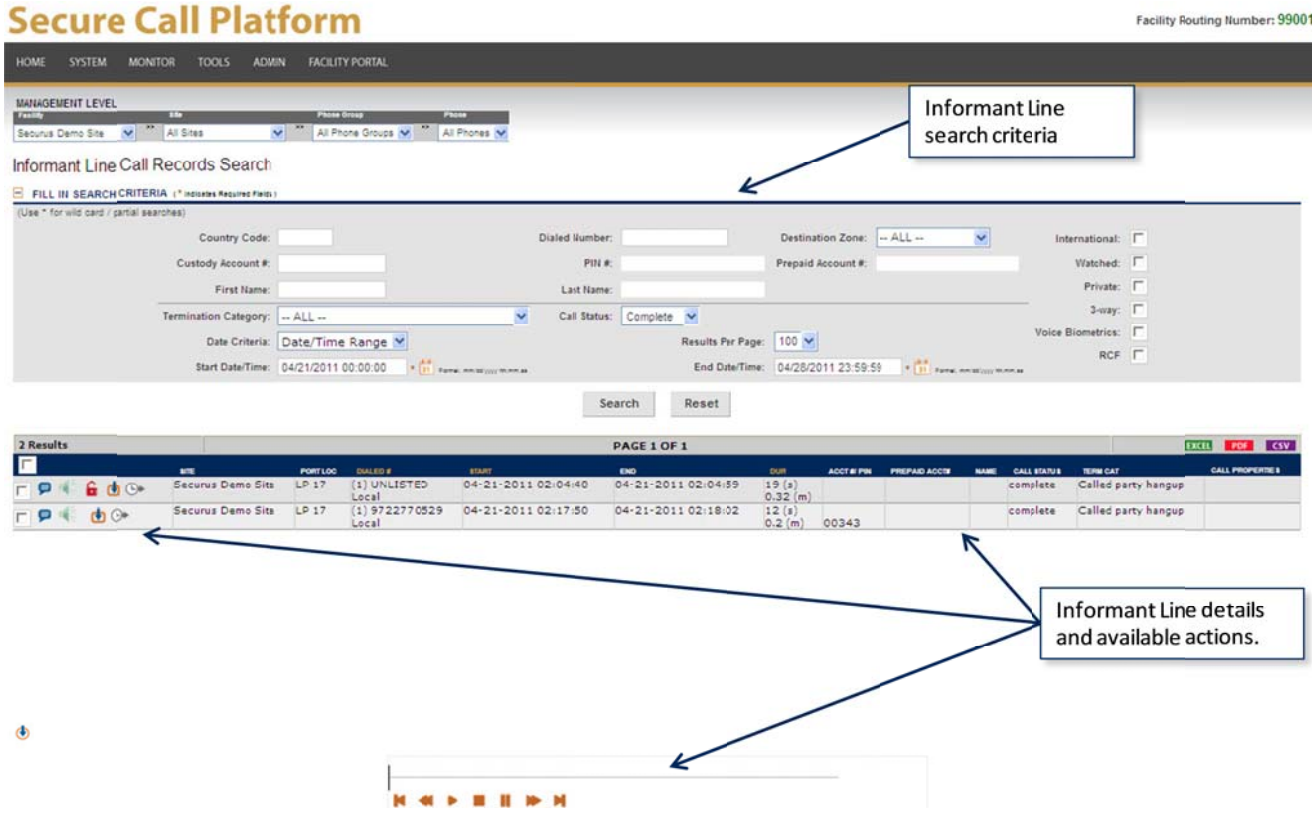
Informant Line Report

The Informant Line Report allows users to search for calls placed to the informant line and distinguish these calls from regular inmate calls. Search criteria include:

- Site name from which the call originated
- Phone location as labeled in the system
- Facility code
- Dialed number
- Start date/time
- End date/time
- Duration of call
- Offender Account Number
- Offender PIN
- Prepaid card number if used

- Offender first, middle, and last name
- Type of call (voice mail, person call, prepaid call, debit call)
- Status of call (complete/incomplete)
- Reason for call termination
- Reason for block
- Call properties (watched number, RCF detected, three-way attempt, private number)
- Destination zone (local, intrastate, interstate, international)
- Desired results per page

Informant Line Report

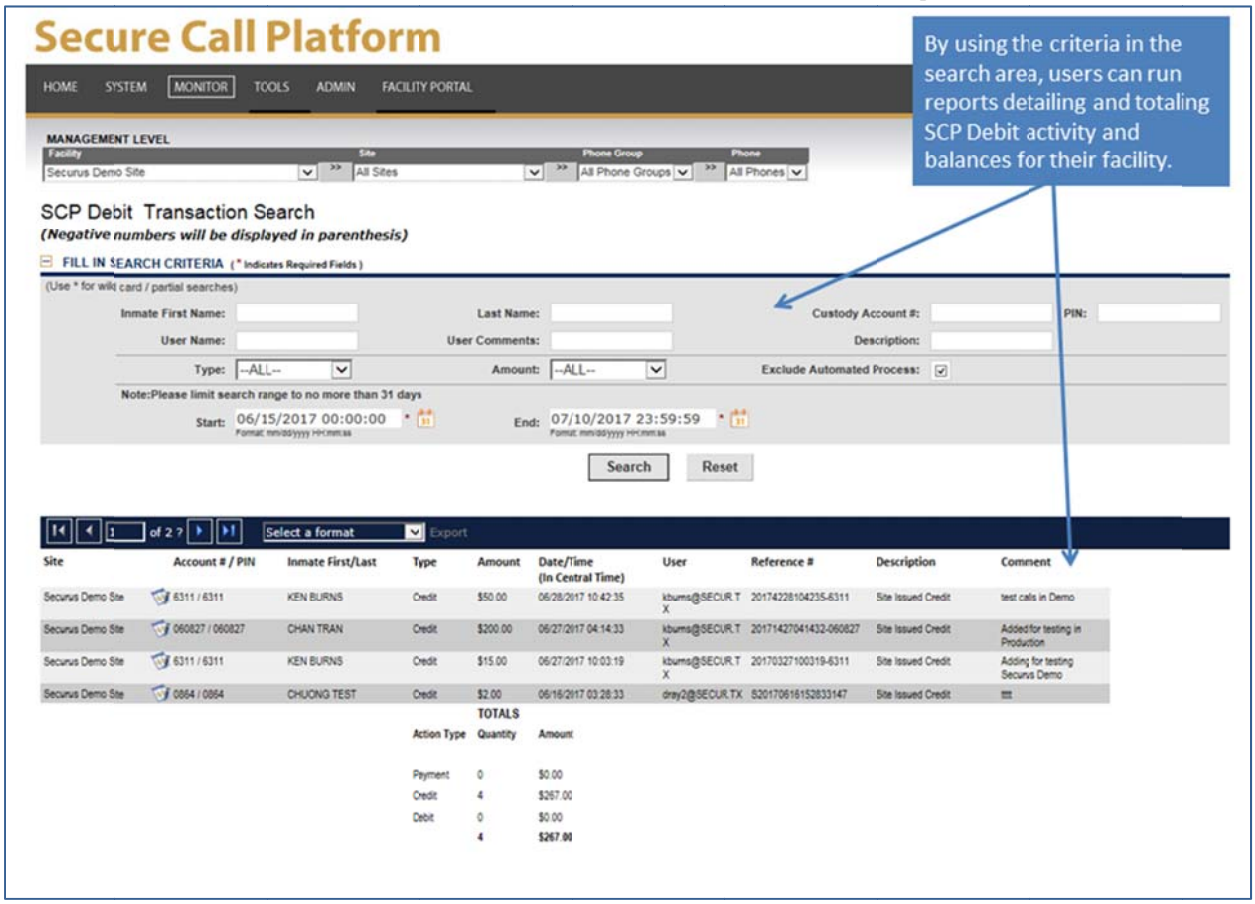


Secure Call Platform Debit Report

The SCP Debit Report allows users to:

- Query Offender Debit/Prepaid call detail records (CDRs) by user-specified criteria
- View all debits and credits that occurred during a specific period for an individual inmate, for all inmates in a facility, or for all facilities

Secure Call Platform Debit Report



Export capabilities for reports

Authorized users have fast and convenient access to SCP reports. They can save, retrieve, and share reports in the following file formats:

- Adobe® PDF

- Microsoft® Excel
- Comma Separated (CSV)

Users can also save reports to multiple destinations or upload data from the report into their other databases for further analysis.

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.**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Fort Bend County can customize and print the standard reports available through the SCP user interface by defining the content of the parameter fields based on the following information:

- Customer, site, phone group, and phone
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency

- Call type (i.e., completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity (3-Way, RCF etc)
- Inmate name
- Inmate's First and/or Last Name, PIN, if used, and/or account number
- Destination zone
- Watched, Private, and Test Call.

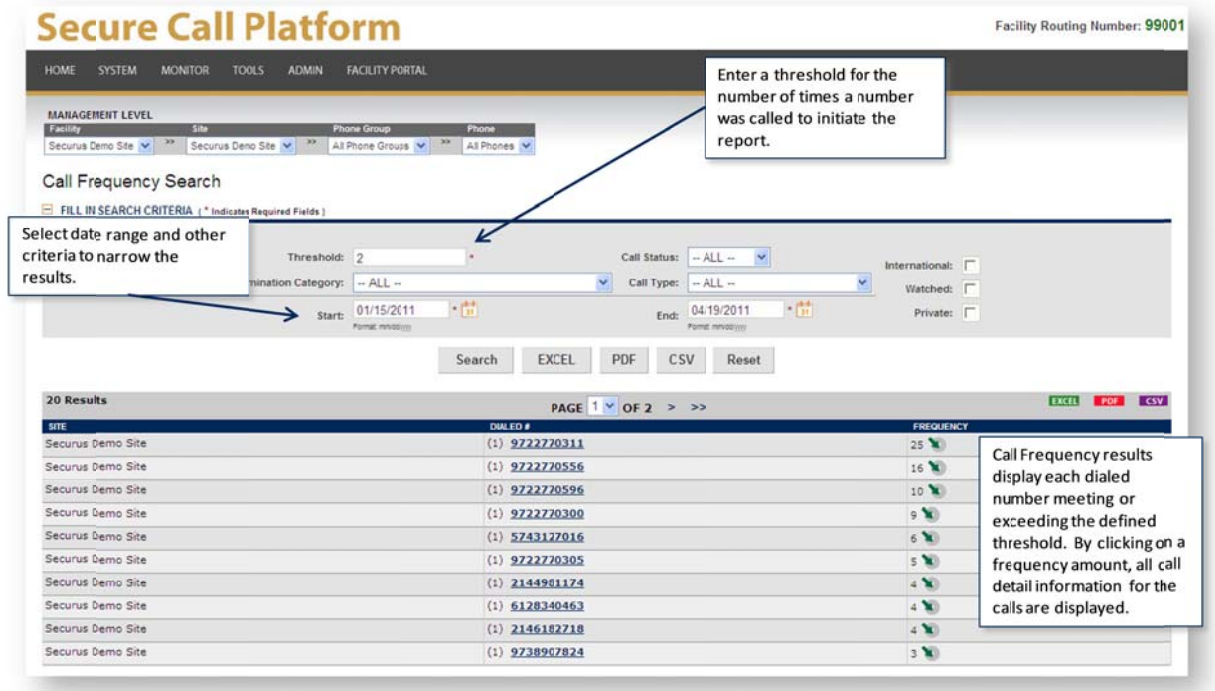
Fort Bend County users also have the ability to customize standard reports by changing search criteria—such as date range, facility, or call length. Fort Bend County can also search and analyze call details, including the date, time, and duration of a call, telephone number, origination, destination, inmate ID, reason for termination, and much more.

The following are samples of the requested reports.

The Call Frequency Report allows Fort Bend County users to look up phone numbers in the system that have been called a certain number of times within a given time frame. Search criteria include:

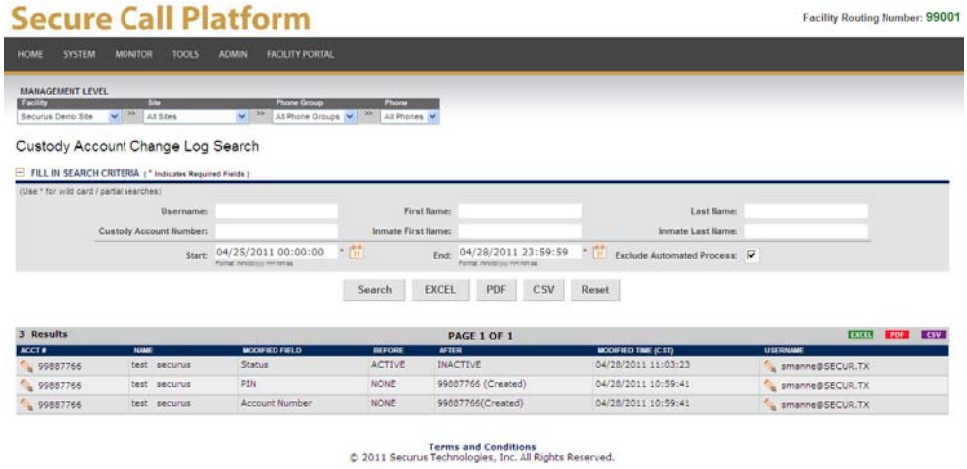
- Threshold (Number of times a phone number was called)
- International
- Watched
- Private
- Termination Category
- Call Type
- Call Status
- Date Range

Call Frequency Report



Custody Account Log is used by site administrators or authorized users to set up new accounts, search for existing records or modify the status and or information pertaining to a selected custody account.

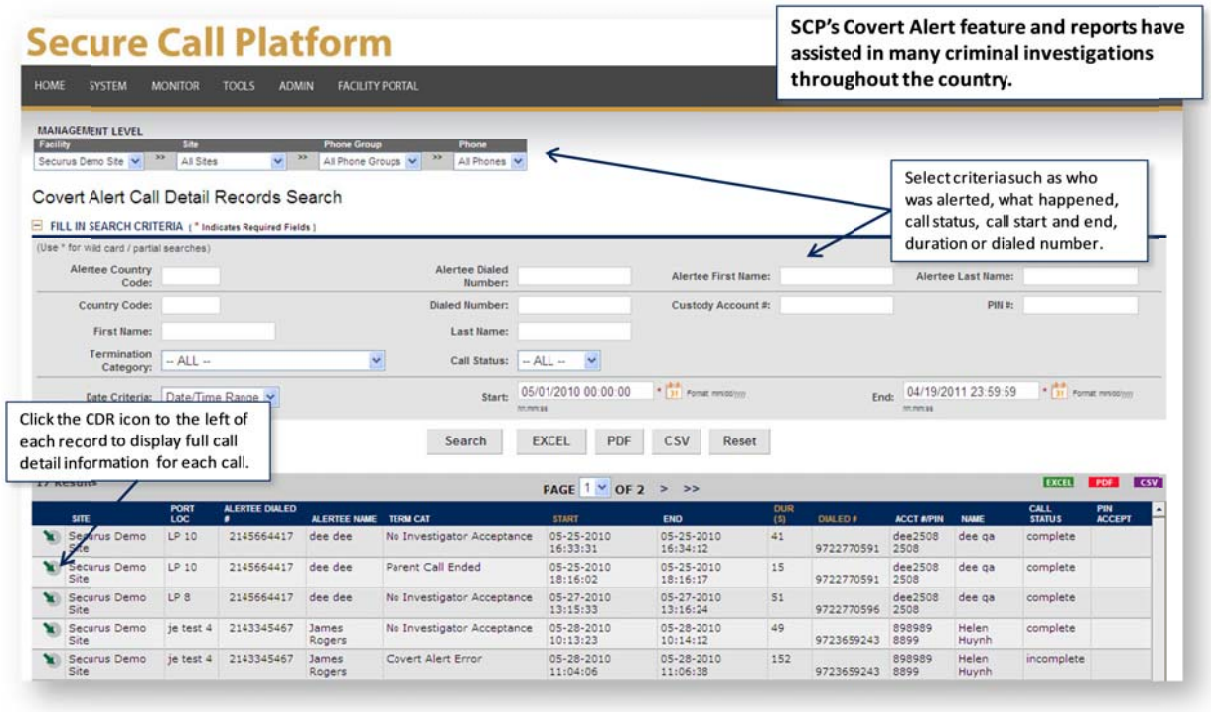
Custody Account Change Log



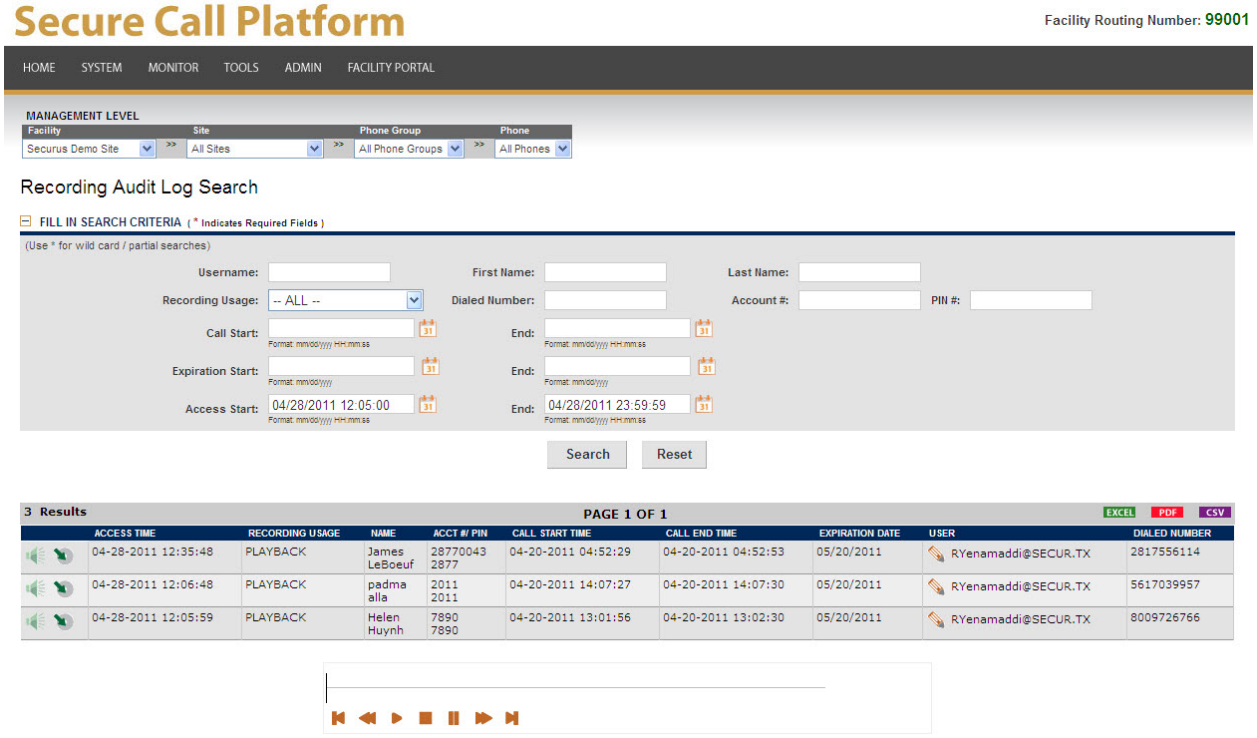
The Covert Alert Call Detail Record Report shows Fort Bend County users if any Covert Alerts have been triggered over a specified date and time range. Results may be exported to Excel, PDF and CSV file formats. Search criteria include the following:

- Alertee Phone Number (The person that the phone call was forwarded to i.e. investigator)
- Alertee first and last name
- Dialed Phone Number
- Custody Account and PIN
- First and last name
- Termination Category
- Call Status
- Date/Time range

Covert Alert Call Detail Record Report



Recording Audit Log



The SCP Debit Report allows Fort Bend County users to perform the following:

- Query Inmate Debit/Prepaid call detail records (CDRs) by the user specified criteria
- View all debits and credits that occurred during a specific time period for an individual inmate; for all inmates within a facility; or for all facilities

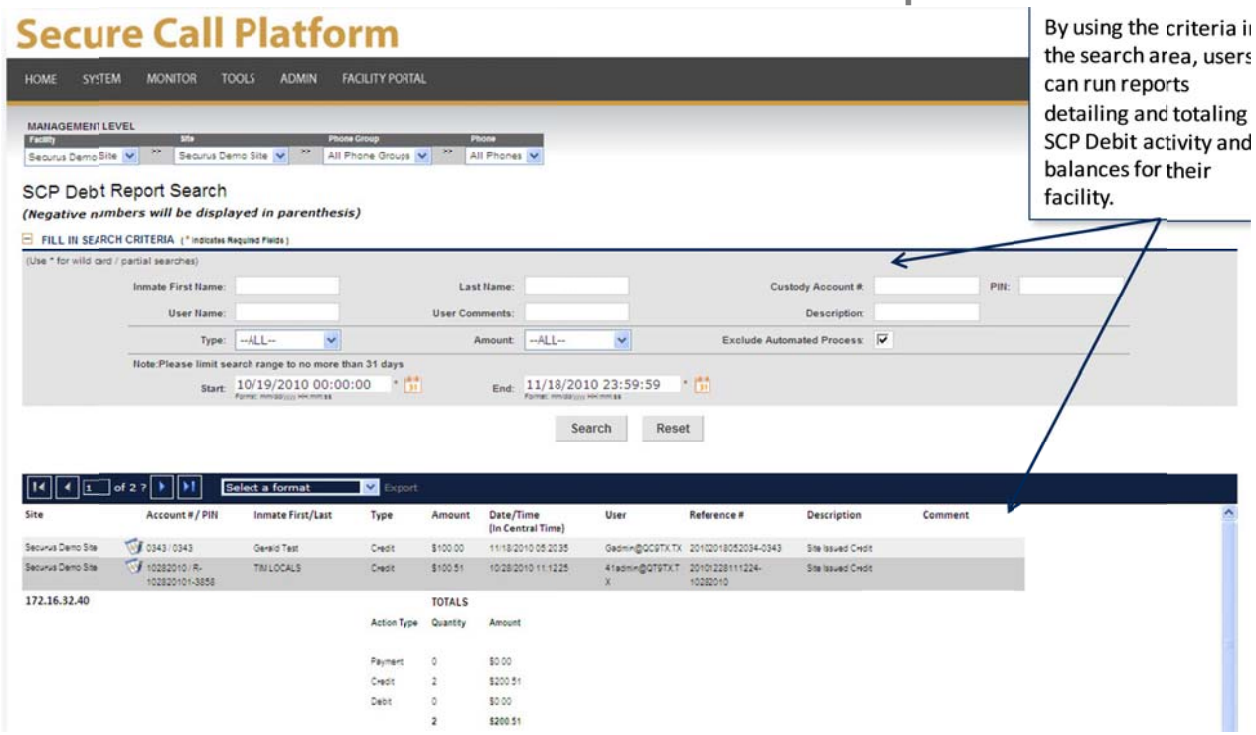
A full set of reports that administrative users need daily, as well as a full set of investigative reports, makes Securus' Standard Reports generator anything but standard.

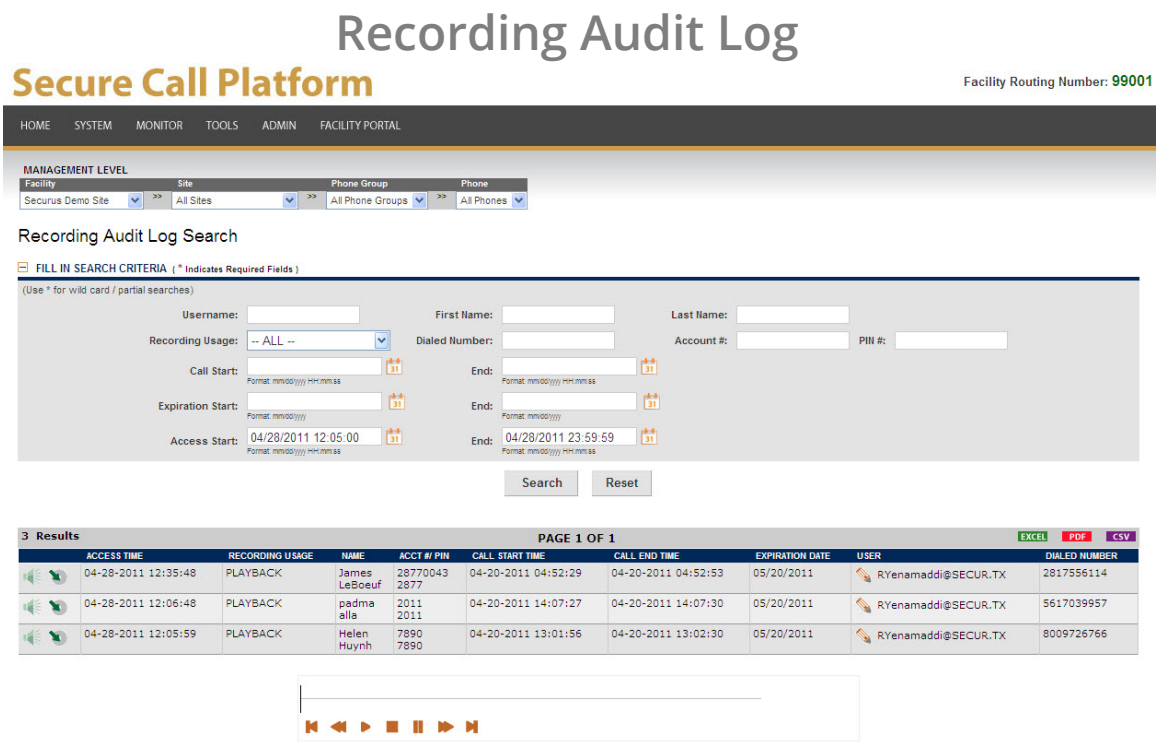
Fort Bend County can customize the standard reports available through the SCP user interface by defining the content of the parameter fields based on the following information:

- Customer, site, phone group, and phone
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency
- Call type (i.e., completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing

- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity (3-Way, RCF etc)
- Inmate name
- Inmate's First and/or Last Name, PIN, if used, and/or account number
- Prepaid calling card number
- Destination zone
- Watched, Private, Voice Biometrics, and Test Call. Fort Bend County users also have the ability to run ad hoc reports via customization of standard reports by changing search criteria—such as date range, facility, or call length. Fort Bend County can also search and analyze call details, including the date, time, and duration of a call, telephone number, origination, destination, inmate ID, reason for termination, and much more. The SCP retains call details on all call attempts.

Secure Call Platform Debit Report



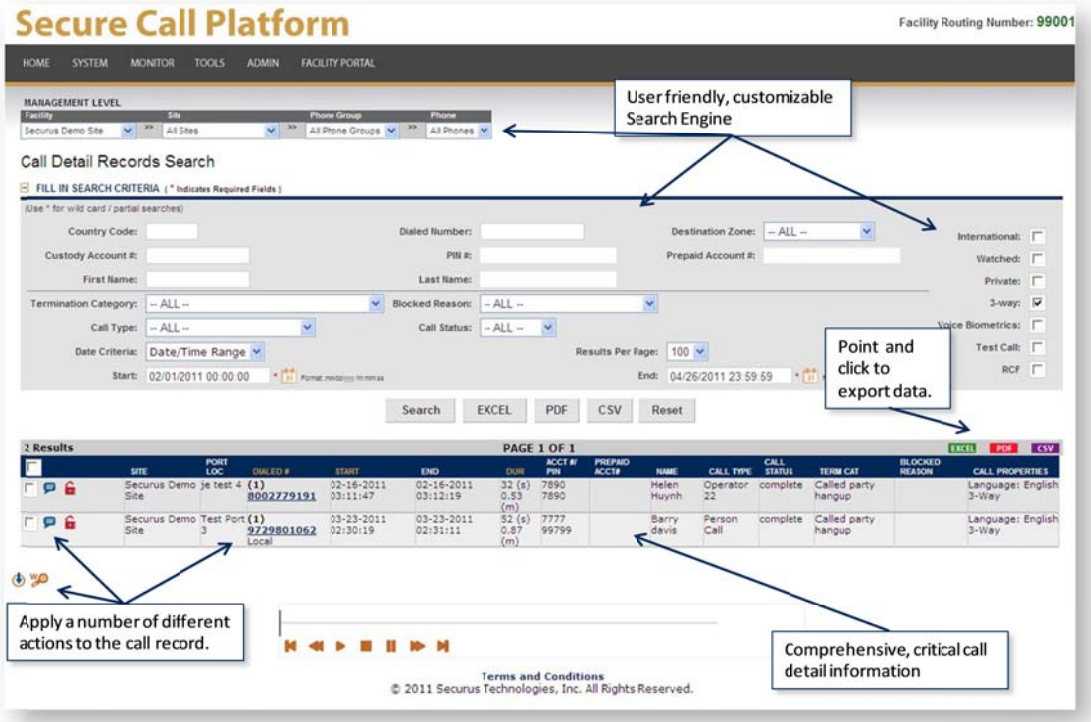


Call Detail Report

The Call Detail Report (CDR) provides Fort Bend County investigators with an intuitive and user-friendly report that enables them to view or search on virtually anything related to an inmate call, including:

- Site name from which the call was placed
- Phone location as labeled in the system
- Facility code
- Dialed number
- Start date/time
- End date/time
- Duration of call
- Inmate Account Number
- Inmate PIN
- Prepaid card number if used
- Inmate first, middle, and last name
- Type of call (voice mail, person call, prepaid call, debit call, etc.)
- Status of call (complete/incomplete)
- Reason for call termination
- Reason for block
- Call properties (watched number, RCF detected, three-way attempt, private number)
- Destination zone
- Desired results per page

Call Detail Report



Also, Call Detail Record (CDR) reports allow users to:

- Add notes to a call record or a tracking number
- Mark the notes private or public
- Play the call
- Copy the call to a management folder for download
- Download the call immediately with a one click operation
- Extend the call expiration date if it is approaching the agreed upon storage threshold
- Export the report results (all reports in SCP can be exported)
- Select a single site, all sites, or only-allowed sites, and specify information by phone, phone group, or the entire customer profile.

Standard Reports Available through SCP User Interface

Securus' SCP has a dedicated reports writer that provides investigative information based on the call detail records. This sophisticated reporting tool provides a reporting interface into all calling activities. Reports can be generated online and exported in:

- Excel
- CSV (Comma Separated Values)
- Adobe PDF format
- Save reports to multiple destinations or upload data from the report into a database for further analysis

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

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

- Per phone, per location, and per inmate
- Destination number (partial and/or full number entry)
- Date and time range
- Call frequency
- Call type (i.e., completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross-referencing
- Graphical display of call fluctuation
- Broad search with no data entry
- Suspected fraudulent call activity
- Inmate name
- Inmate PIN, if used, and/or account number
- Prepaid calling card number
- Destination zone (i.e., local, interLATA, interstate, intraLATA, international)

The Investigative Reports section compiles the data and opens the information in a report format, on the workstation monitor. Investigative Reports provides multiple functions for

call playback, copying calls to remote media. Authorized personnel can use this unique application to generate a report with little or no concrete information available.

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

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

A full set of reports that administrative users need daily, as well as a full set of investigative reports, makes Securus' Standard Reports generator anything but standard. Please refer the Attachment A – Sample SCP Reports for additional report samples.

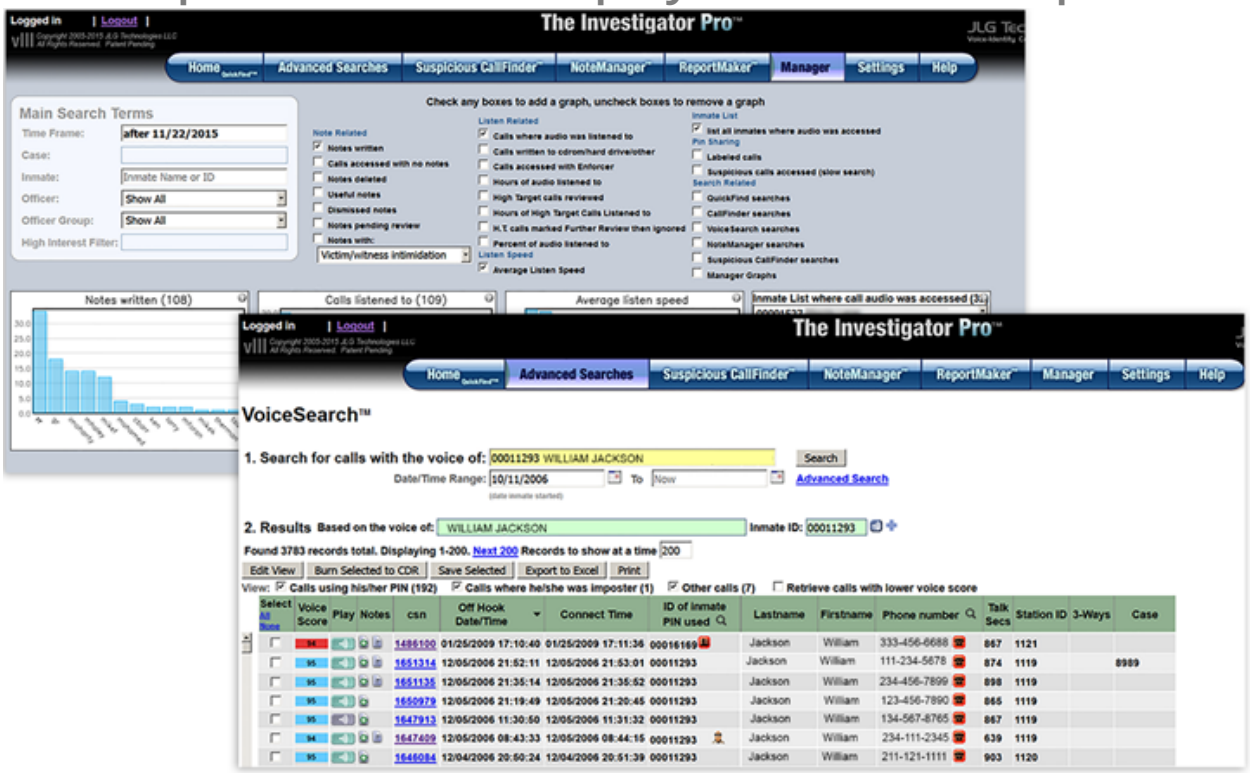
33.1.21 Contact Traffic Analysis Graphs: The system shall have the capability to display in graphical format contact statistics for the current day, month, or other designated time periods. The purpose of graphs is to provide the County a quick way to verify that contacts are being made and to determine 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 WITH THIS REQUIREMENT.

Securus will work with the county to create custom reports if they do not currently exist in the platform. Aside from the many reports built into the SCP platform, the County can also utilize the Threads application that is currently installed to report on all inmate activities.

Many of these reports are standard in the currently deployed applications of Threads. Threads is an innovative data repository that provides focused leads for investigators. It allows the County to run reports on traffic analysis, inmate communication analysis, and many other types of reports to determine inmate's communications. These reports can also provide graphical images for each report.

Sample Interactive Display Screens and Reports

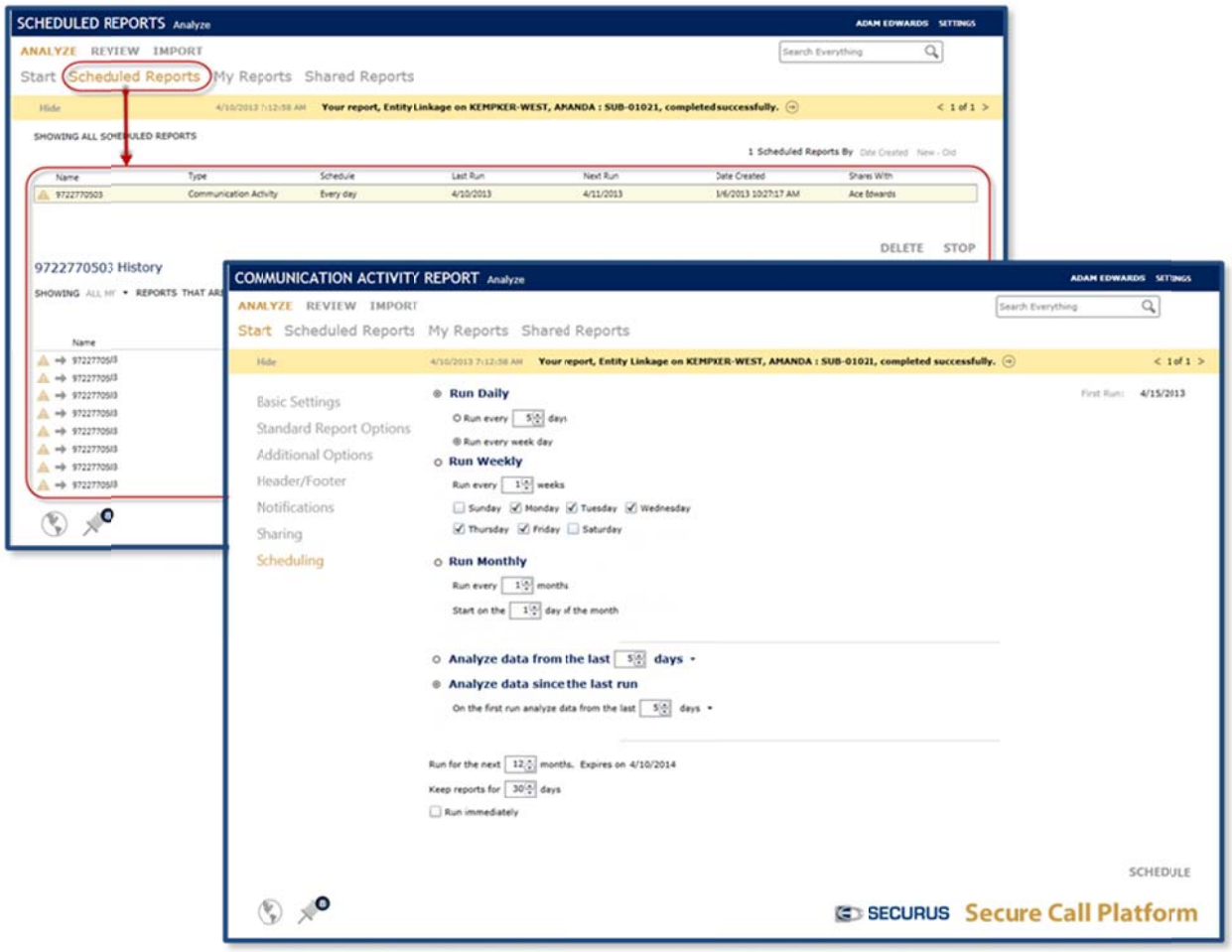


Powerful, easy-to-use voice search and reporting tools provide detailed, accurate, and actionable leads for finding calls where inmates were trying to hide their voices. IPRO's ability to automatically search through hundreds of thousands of calls in just a few seconds ensures significant manpower and money savings. A series of reports can be used to highlight and record even the most minute of call details.

THREADS provides the most flexible scheduling tool in the industry, increasing investigators' efficiency. Each THREADS analysis includes a scheduling agent that allows users to specify data to analyze, report frequency and more.

Scheduled reports and completed reports are easily accessible from the THREADS "Scheduled Reports" page.

THREADS Report Scheduling Screens



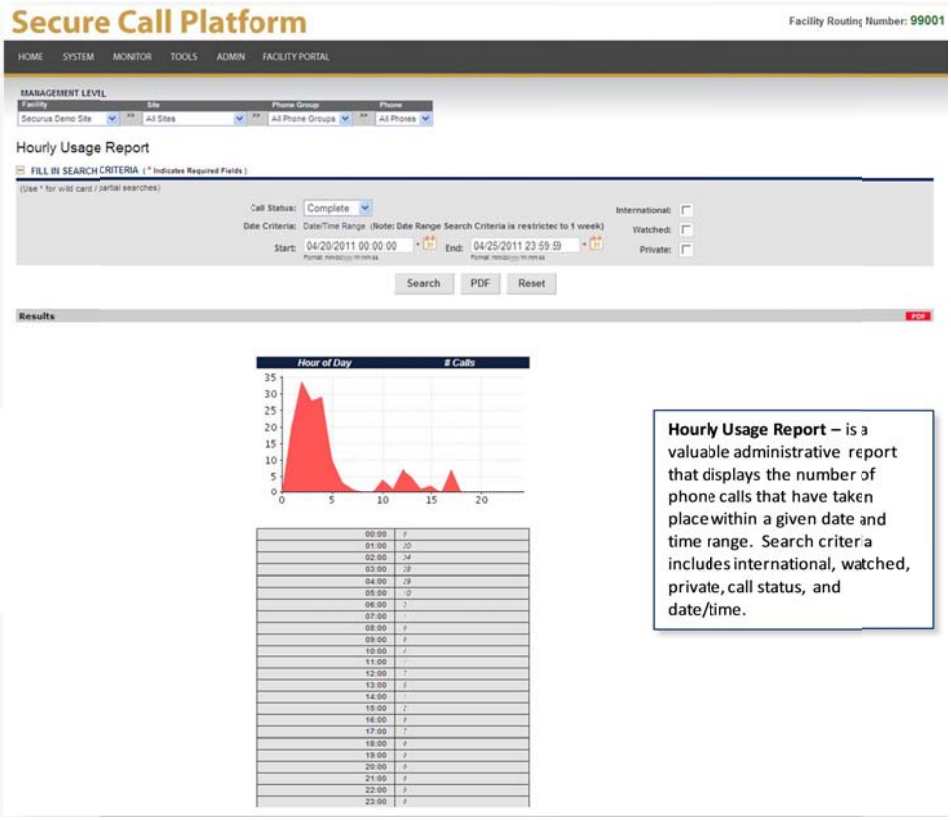
Hourly Usage Report

The Hourly Usage Report shows Fort Bend County users the number of phone calls that have taken place within a given date and time range. Fort Bend County users may export the data to Adobe PDF. Search criteria include the following:

- International
- Watched
- Private
- Call Status (Complete and/or Incomplete Calls)

- Date and Time (Maximum one week search)

Hourly Usage Report



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 place 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 WITH THIS REQUIREMENT.

The system allows call blocking of specific numbers. During installation, a global call blocking table is established, which immediately prevents inmates from making calls to specific numbers. Typically, the database includes numbers to local judges, sheriffs, facility personnel, jury members, attorneys, and witnesses. Because a global call blocking table may contain thousands of entries, Securus' SCP offers unlimited blocking potential.

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

To provide maximum convenience to facility personnel, authorized facility personnel can administer blocked numbers using our single-point access, the SCP user interface, or by calling Securus Technical Support directly. All blocked numbers have an associated "Note" field stored in the blocked number database to record specific information for future reference.

Additionally, SCP's automated operator also provides a patented Perma Block process, which allows a called party to block their number prior to accepting a call. This feature may be used to block calls by any inmate in the facility. The ability to immediately block calls helps reduce the number of called party complaints and reduces facility labor requirements. The called party can also choose to simply end the call by hanging up.

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 WITH THIS REQUIREMENT.

SCP has 100% digital call recording as a feature; however, calls to attorneys can be set to not be recorded. This feature allows real-time recording of individual calls, online storage of each recording for a minimum of three (3) years, and has the ability to off-load a specific call to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature is able to be deactivated on a per-number dialed and/or per PIN basis. The system allows for the ability to mark individual recorded calls to prevent the deletion when the normal storage period is expired. Such protected calls shall be maintained until such protection is removed.

Stored call recordings are maintained by Securus and remain until a request to download the recording is received from County-authorized personal. Securus stores voice recordings in full linear "compressed" format in our data centers in Dallas, Texas, and Atlanta, Georgia. Our technology uses a Speex compression for storing calls.

We use OGG file type, designed for efficient steaming of calls and high quality digital media while maintaining the required chain of evidence for use in court cases.

As a convenience, recorded conversations can be downloaded by authorized users in four additional formats that allow compression and compatibility to common media players. The following downloadable formats are available to authorized users:

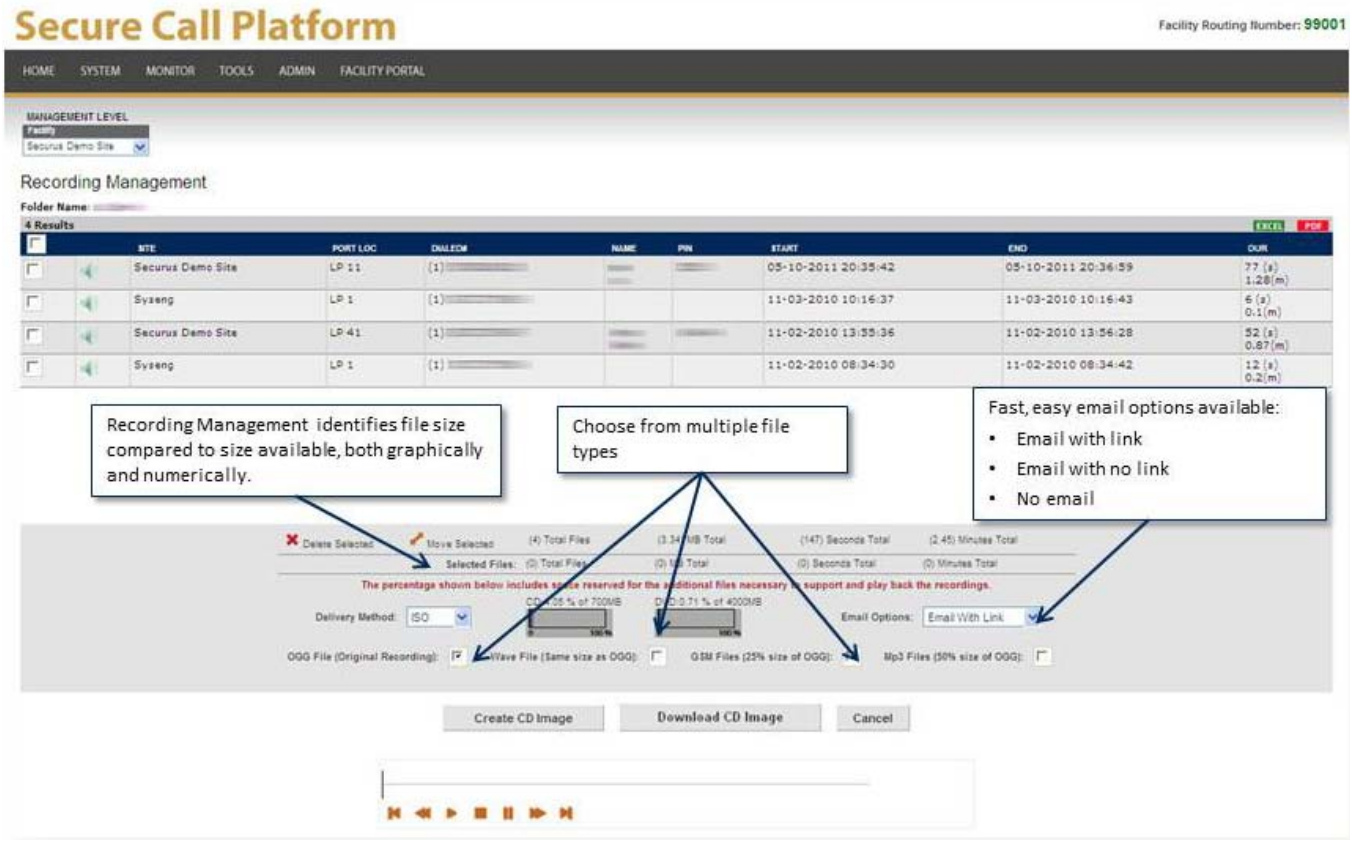
- OGG – Original file creation format with 0% compression
- WAV – IBM standard that compresses the recording to 50 % of original size
- MP3 – Audio standard that compresses the recording to 50% of original size
- GSM – Similar playback capabilities as with WAV with maximum compression to 25% of original size

The SCP system supports unlimited file storage folders per each user. The recording folders allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats. Additionally, SCP provides authorized users with the capability to e-mail and copy recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper-free capabilities. This feature allows the mobility of recordings for transporting the information to investigative personnel, court cases, playback on another Windows-based PC, or simply to have a personal backup of the conversation.

SCP provides authorized facility users the ability to send an e-mail message to selected individuals with a link to download the recorded conversations, or attach the downloaded .WAV recording file to the e-mail. Recipients of the e-mailed recording can listen to the .WAV file from their e-mail device.

The unlimited number of recording management folders allows investigators to view the size of the folder and how that compares to the available capacity of a CD or DVD. This utility also allows authorized users to move recordings between folders to easily manage their recording files. Once downloaded, the recorded conversations may be copied to any external media device connected to the user's PC.

Downloading Recordings to External Media



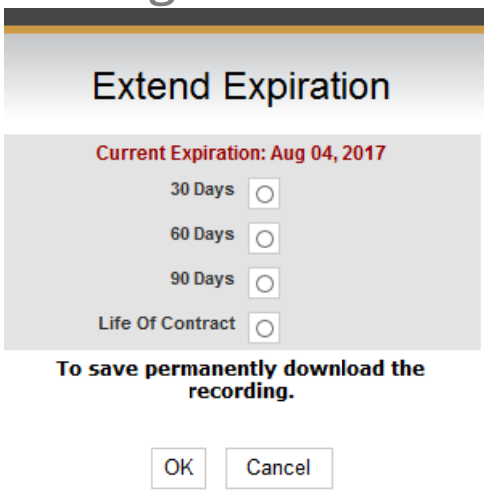
SCP's Call Tracker feature provides the unique capability to protect recordings from being purged when the client storage policy expires by allowing the authorized user(s) to extend the expiration date of the associated call or download. Many times Call Tracker entries are added to calls that are currently under investigation. It is common to find that investigators do not want recordings from active investigations purged from the system—regardless of the recording retention policy in effect. With Call Tracker, authorized users can protect a recording from being purged by extending the expiration of the call by 30 days, 60 days, 90 days, or for the life of the contract. This is easily accomplished by selecting the Extend Expiration icon.

Extending Expiration Dates

SCP's Call Tracker feature can extend the expiration of a recording. At times, investigators do not want recordings from active investigations purged from the system—regardless of the recording retention policy in effect. Authorized users can protect a recording from

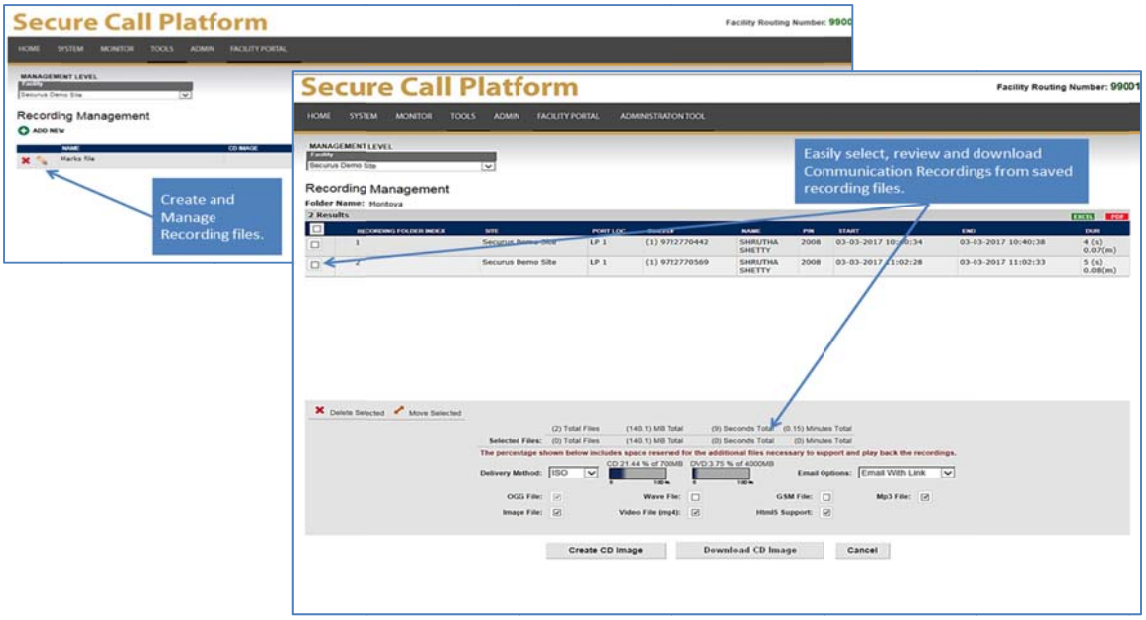
being purged by extending the expiration of the call by 30, 60, 90 days, or for the life of the contract by selecting the Extend Expiration icon.

Extending Call Recordings



When downloading calls from the SCP user interface, users add calls to a Recording Management folder. This folder allows users to add multiple recordings to a folder for ease of management. When a Recording Folder is downloaded, any associated Call Tracker entries can also be exported through Call Tracker to the downloaded recording folder.

Managing Recordings



Securus allows investigators to access to all investigative tools via a single web portal known as the SCP user interface.

Investigators can search for calls using criteria such as called party, calling phone, date, time, PIN, account, duration, and locations. Search can be across a single site or group of sites based on their security authorization. Searches can include all call attempts or just completed calls. The search results provide detailed information about the call indicate the presence of a recording.

Investigators can listen to recordings, within the limits of their security access, using SCP's powerful call player. The player includes easy-to-use search capabilities, and features such as pause and fast-forward. A visual waveform helps investigators bypass areas of limited talk time and to quickly identify particular events.

When listening to a recording, the audio is "streamed" to the user's computer. This safeguards the original recording. Chain of Evidence safeguards prevent access to the original recording to eliminate any chance of intentional or accidental manipulation or deletion.

Calls less than one year old can be retrieved within the requested timeframe. Call recordings that are marked "store for life of contract "could take slightly longer to retrieve because of the required data mining.

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 pre-approved attorney contacts. Individual attorney contacts must be configurable for predefined contact durations as necessary.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

SCP can automatically bypass monitoring and recording special calls by designating numbers, such as calls to attorneys, clergy, or doctors as "private."

Before installing SCP, Securus will import all known attorney numbers a list provided by the State Bar Association to the SCP system. The web-based SCP user interface makes it easy for administrators to maintain this database and, as always, Technical Support is available 24 hours a day, seven days a week to assist with any service needs in maintaining this data. New numbers added are updated for all facilities within the county network.

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.

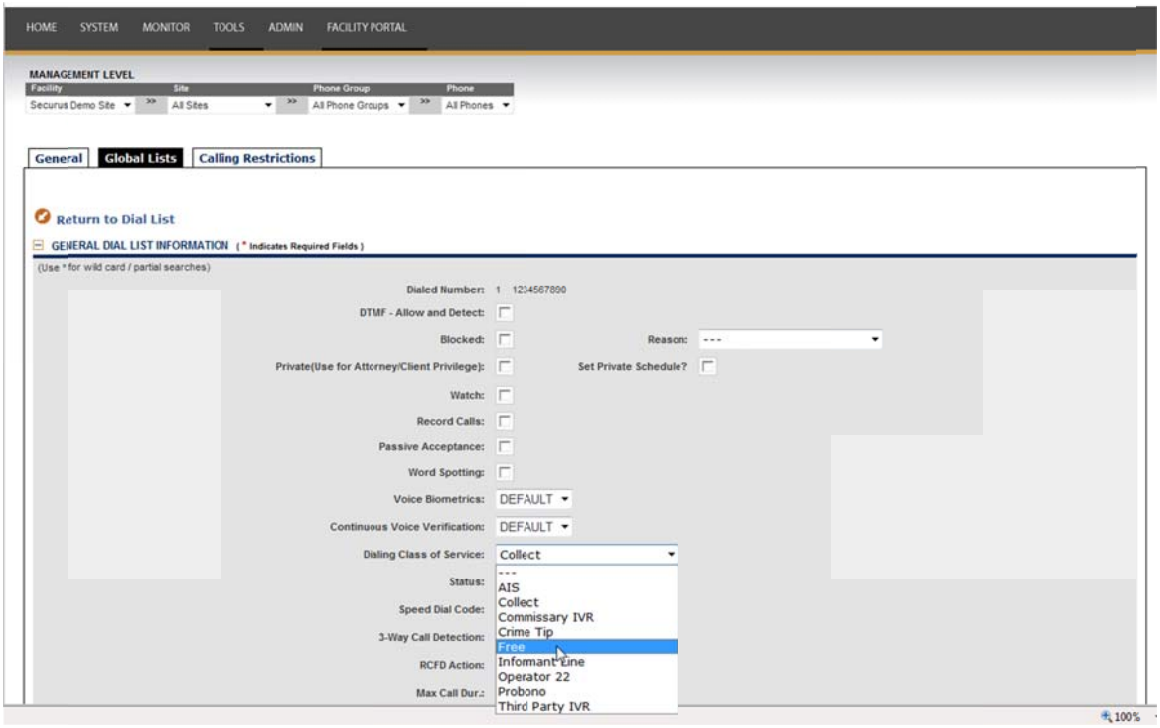
33.1.25 Free Contacts: The System shall have the capability to provide free contacts to pre-approved recipients.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will provide free calls to designated individuals, including court, foreign consulates, and other authorized calls, as determined by Fort Bend. SCP can provide these calls through any or all inmate telephones so that Fort Bend staff is not responsible for escorting inmates to a designated telephone. SCP will apply parameters for automated management of the number of calls, call duration, time of day access, and phone(s) used.

Authorized Fort Bend staff can add numbers to the free call list through the SCP user interface, as shown in the following figure.

Configuring Free Calls



Securus can provide Fort Bend with the ability to configure free call(s) by both inmate and phone group through SCP's **First Calls Free** feature. This feature was designed to provide an efficient, automated way for staff to:

- 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

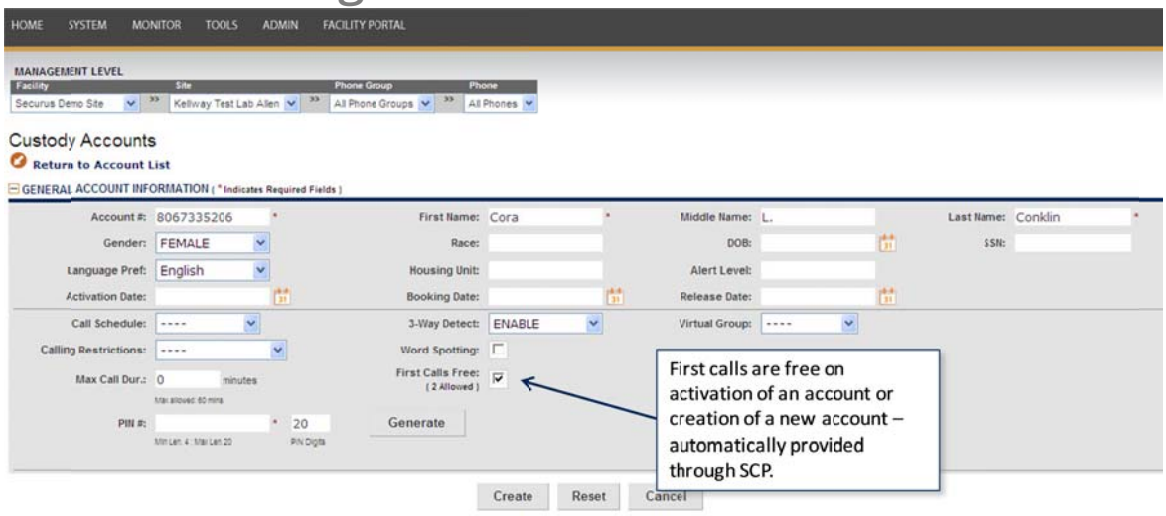
How It Works

When a new inmate is added to SCP or re-activated after being released, they will receive their first "X" number of calls free from any phone group where First Calls Free is configured. For example, if Fort Bend allows each inmate two free phone calls on the group of phones in the booking area, SCP will allow those two calls at no charge. The third phone call (or a phone call at a different phone group) incurs charges.

Other advantages of First Calls Free are:

- SCP only recognizes the free call if the call is connected to the called party, ensuring the inmate the opportunity to 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

Configure First Calls Free in SCP



Calling Restrictions

Every call type is subject to defined Calling Restrictions, including free calls. Fort Bend 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

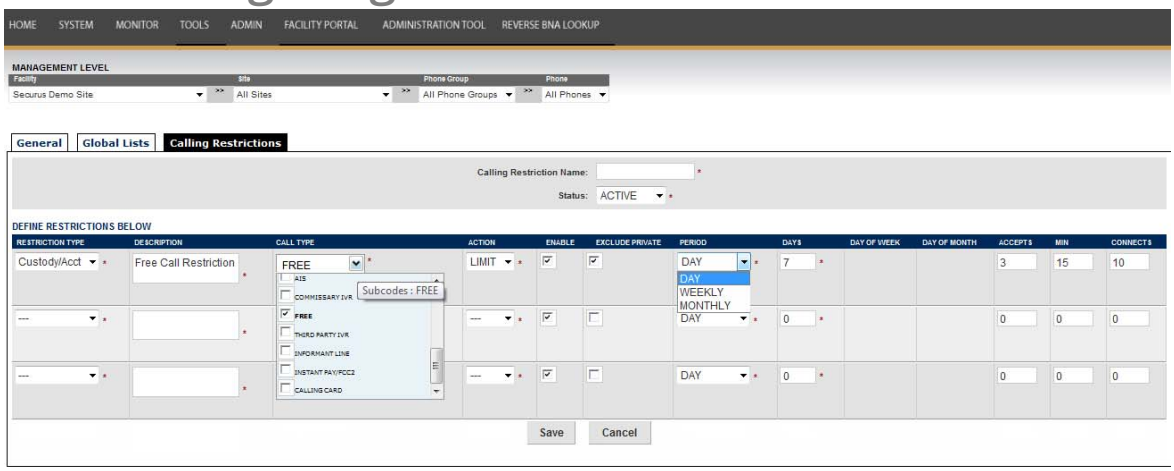
- Limiting the number of free calls the called party positively accepts

SCP also allows Fort Bend 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 users can specify what day of the month or week the rule is reset.

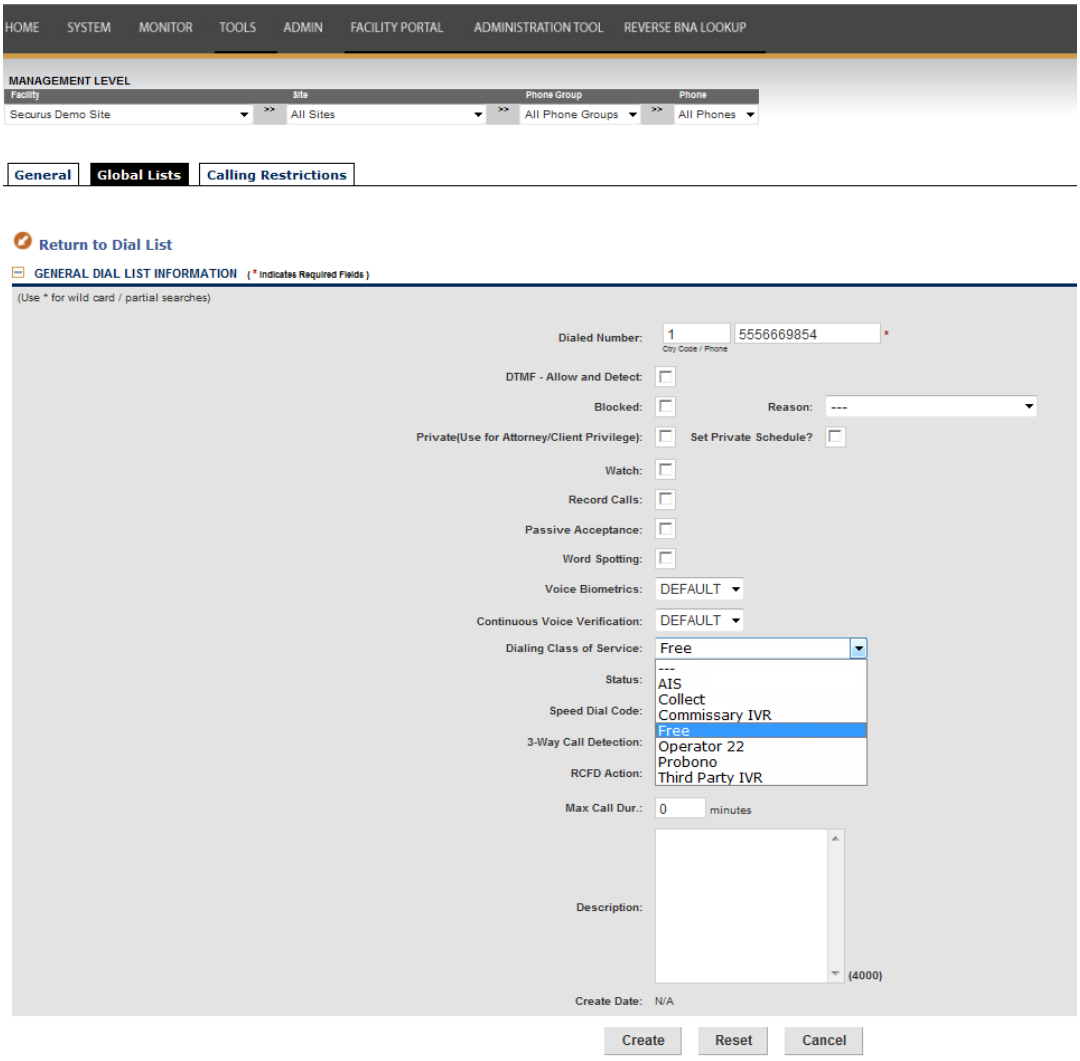
Configuring Free Call Restrictions in SCP



Free by Dialed Phone Number

Any phone number can be set up as “Free” with appropriate permissions, through the global list. The following screen shot shows how an authorized user can set the phone number with a Free dialling class of service.

Setting Free Calls in Global Lists



Free Phones and Free Local Phones

Securus staff can 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” phones at no cost to the inmate or called party, but calls to numbers outside the local area will 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 WITH THIS REQUIREMENT.

SCP provides a warning statement in both English and Spanish that phone calls are monitored and recorded. Voice prompts are configurable and provide options to play various messages to inmates and called parties during specific segments of a call. This convenient feature can include, but is not limited to, adding announcements during call setup, call acceptance, when an event occurs, or when interaction from the inmate or called party is required. Such message and capability can be disabled on calls between inmates and their attorneys of record.

Examples of these customizable prompts include, but are not limited, to the following:

- Provide notice that calls are monitored and recorded
- Hear the name of the facility and inmate calling in English and as an option, a different language specified by the inmate
- Accept or reject the call
- Request a rate quote
- Connect to a live agent to set up a pre-paid account
- Permanently block their number from being called from the facility

All professionally recorded voice prompts allow for specific call progressions and requirements. Personalized prompts can be branded by a facility during each attempted call.

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 WITH THIS REQUIREMENT.

Securus' SCP allows voice overlay messages to be interjected throughout calls at random intervals that remind the called party that the call is from an inmate at the correctional facility as an additional fraud protection feature. The established message may be programmed to play at one-minute increments or a random setting. An example of a voice overlay message is "*This call is from a correctional facility.*"

Voice overlay can be configured in the following ways:

- Play the message randomly or a fixed number of times per call

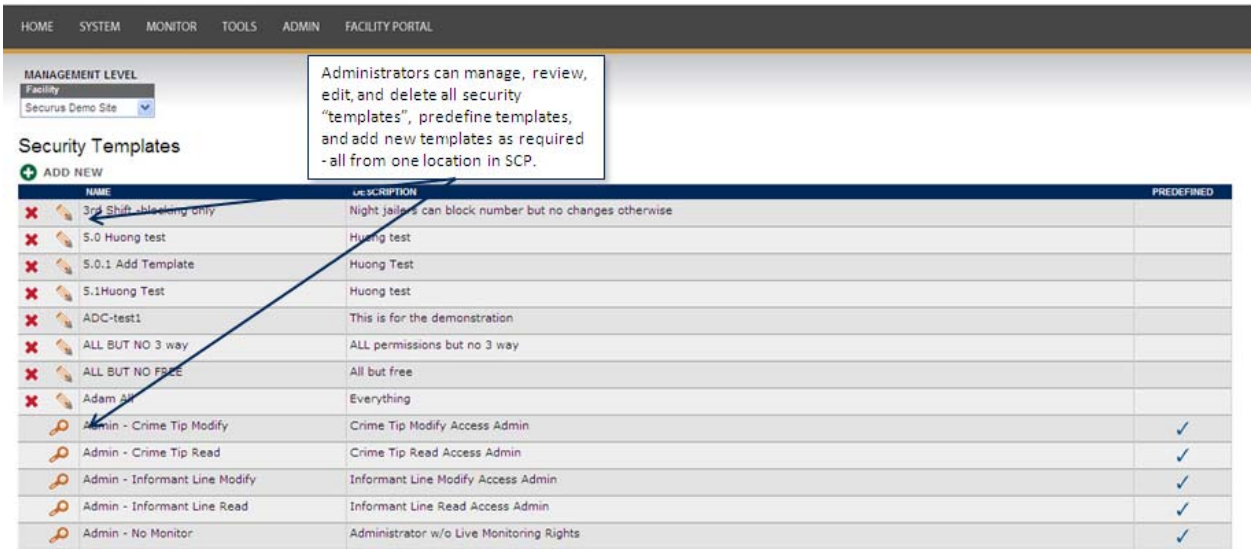
- Set the number of times to play the message during the call
- Change the time between when the message plays and when to play the next message
- Set the delay between call acceptance and when to play the first message
- Set the amount of time before the end of the call to play the message

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 WITH THIS REQUIREMENT.

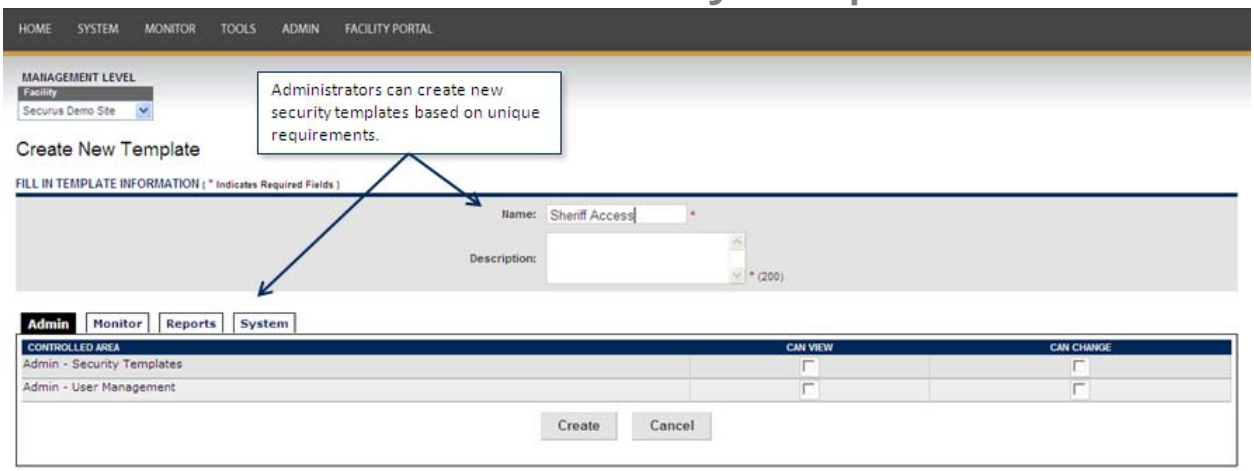
The Securus Secure Call Platform (SCP) provides an advanced, multi-level password scheme specifically designed to provide facility administrators the ability to assign unique levels of access to anyone using the different features of the SCP. There are view and change options for each module depending on the need of the user.

Manage, Create, Edit, Predefine User Levels in SCP



The administrator may modify the initial access levels or create additional levels based on facility clearance objectives for each tool. SCP generates a user log with the user name, time of access, and modules accessed.

Create New Security Templates

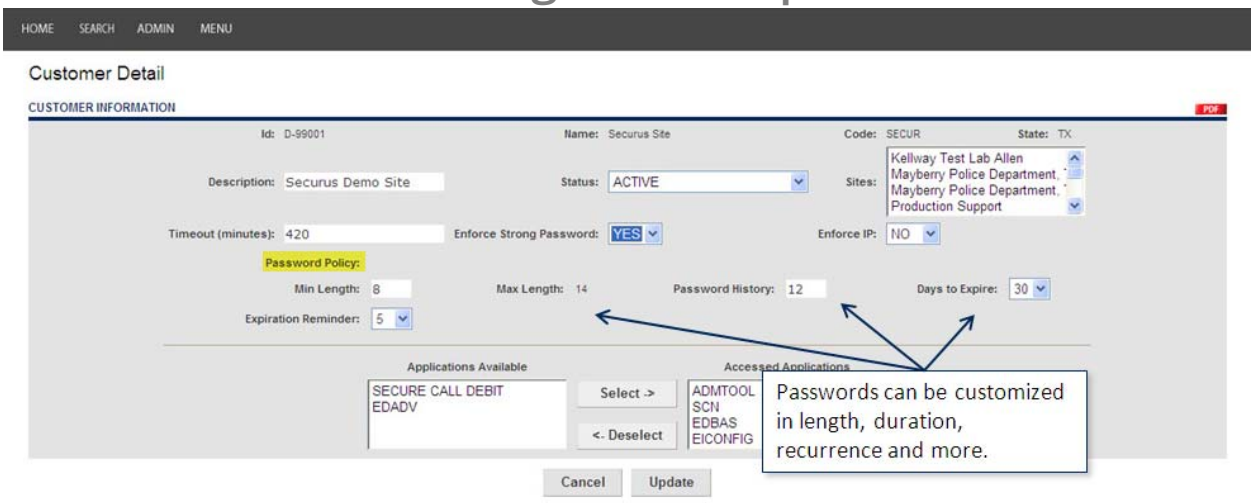


Additional Password Policy Options

SCP provides flexible Password Policy options, enabling administrators to customize login security to meet their needs. Passwords can be configured by location, length, days to expire, and even the number of password cycles before password reuse. Additional configuration options include reminders for password expiration and minutes of allowable inactivity before session timeout.

If a user does not change their password before expiration, the user must contact the site administrator for password reset. This administrator assigns a random password and requires the user to create a new password when they log in.

Password Configuration Options in SCP



The "Forgot Your Password" feature available from the login screen offers online support for users who have forgotten their password. System security requires users to provide the correct answers to preset questions before their password can is reset. Once a new password is created, 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 WITH THIS REQUIREMENT.

Securus will provide Fort Bend with one of the only anywhere, anytime, customer portals in the industry. At any time, 24 hours a day, seven days a week, customers can securely access all system functions through the SCP web-based interface including reporting functions, recordings, live call monitoring, and all configuration settings. Authorized users only need a PC with Internet Explorer 6.0 or higher software. Fort Bend can control when users log in based on time of day and day of the week or allow anytime/anywhere access.

The Securus SCP audit and tracking feature logs each users specific activities for investigative purposes. This activity log that can be accessed by specified site administrators only or by site personnel with authorized security credentials.

The audit and tracking feature logs:

- When a user logs in to the system

- How long a user stays in the system
- Which recordings were monitored or played by a specific user
- What the user did with a recording
- Changes to custody accounts
- Changes to Personal Allowed Number (PAN) lists
- Changes to Global List entries
- Changes to security templates

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 WITH THIS REQUIREMENT.

Securus facilitates anywhere, anytime, immediate access to stored recordings online for the contractually-required length of time. Securus stores call recordings in centralized, disaster-resistant, carrier-class data centers. All equipment used to store recordings is monitored by the Securus Network Operations Center (NOC) 24 hours a day, seven days a week, and 365 days a year. Our NOC is located in Dallas, Texas with a second NOC located in Atlanta, GA.

The Securus SCP provides a unique set of features and advanced technologies to store call recordings. Traditional premises-based calling platforms use local hard drives that may fail and are susceptible to local disasters. Premises-based systems needed manual backup schemes that are no longer necessary with SCP. 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 can be downloaded from SCP in various, widely-used formats and copied to a CD, DVD or any portable media.

The NAS architecture makes all storage available to all servers on the network. The 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. The NAS devices provided by EMC can scale simply by adding another node of dense SATA disk to the storage array. Within the NAS, SCP uses a software defined storage platform of very dense disk nodes. Even if three individual hard disk drives fail or one node fails, during the disk or node recovery process, the system will continue to operate without data loss.

The Securus NAS has more than two (2) petabytes of storage space in each carrier-class data center and is continuously monitored and managed through automated processes and storage policies. When these very large storage systems approach designated thresholds, Securus expands capacity to ensure all authorized call records and recordings are retained in secure, disaster-resistant locations.

The Securus data center storage solutions provide facilities with technology that is:

- **Scalable** to meet any facility's contractually required storage demands
- **Resistant** to local disasters through multiple copies stored within the data centers and off-site
- **Highly available** through the unique architecture and design of the data storage model
- **Partitioned** and **compressed** to run queries faster
- **Secure, protected**, **and monitored** to enable total recall of data

SCP records and stores basic call data with the capability to provide management reports. Securus does not limit the call data storage time. Since every site's requirements are different, Securus works with each facility customer to define their optimal data storage timeframe. All recordings are stored online within both carrier-class data centers. Typically, call detail records are stored for seven years.

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 WITH THIS REQUIREMENT.

The SCP is a highly featured, flexible, state-of-the-art system designed to provide County administrators and investigators remotely access the system and centrally stored data using personal desktop or laptop computers. This provides the ultimate in inmate call control, fraud control and tracking, security, reporting, and investigative capabilities.

SCP's user interface is Fort Bend County's window to all of these features. Because it is entirely Web-based, authorized users access the system at any time, from any location. We

call this anytime/anywhere access. This design delivers investigative recordings with digital clarity and provides easy remote monitoring from any secure Web browser with Internet access.

This system is one of the only single-point-access user interfaces in the industry, built to allow our customers complete control over their systems in a simple, reliable, secure environment. Authorized users can easily apply settings and configurations to turn on a phone to a pod, restrict a phone, change a blocked number, and turn on or off a feature or application—all in real time. All features are completely integrated and can easily be accessed with the click of a mouse. As a result, the County will experience the following benefits:

- Increased efficiency for staff
- Increased flexibility
- Quicker "on-demand" access to call detail records and call recordings
- Unequalled investigative access to potential criminal activity

To access the SCP interface, users open Internet Explorer (version 6 or higher) and enter the URL: https://commandcenter.securustech.net. They then enter a valid user name and password.

Each user is assigned access rights by the administrator, which allows the County to control security based on the facility's clearance objectives. Administrators can limit individual access to each application, but they can also limit access to each function within each application. To help manage access, a user log is provided that illustrates the username, time of access, and modules accessed.

To allow administrators even more security and control, user access can even be programmed to restrict users to specific IP addresses within certain time limits. For example, a user could be restricted to access the SCP user interface from their workstation (and only their workstation) between the hours of 8:00 AM and 5:00 PM.

Access to the SCP platform can also be restricted by an IP address. The County can choose to allow only certain IP addresses to access the SCP platform remotely.

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 WITH THIS REQUIREMENT.

Our advanced inmate calling system can record and store basic call data with the capability to provide management reports. Using the SCP, access and playback of recorded calls does require a manual media change. Since every site's requirements are different, Securus will maintain storage recordings for a three year term. All recordings are stored online as well as on remote copies and are readily accessible by any authorized user from and computer with internet access.

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 WITH THIS REQUIREMENT.

With Investigator Pro, the call player has the ability for investigators to slow down calls, play one side of the call at a time, fast forward, and make notes within the call for other investigators to see and the ability to play only certain parts of the call. The call player has many advanced recording features for investigators to utilize that will cut down on the time they need listening to calls.

Investigators can listen to recordings, within the limits of their security access, using SCP's powerful call player. The player includes easy-to-use search capabilities, and features such as pause and fast-forward. A visual waveform helps investigators bypass areas of limited talk time and to quickly identify particular events.

When listening to a recording, the audio is "streamed" to the user's computer. This safeguards the original recording. Chain of Evidence safeguards prevent access to the original recording to eliminate any chance of intentional or accidental manipulation or deletion.

The ability to separate the audio for the inmate and called party, allowing for slowdown of the playback, is found in Securus' Investigator PRO feature.

Continuous Voice Identification

The voice biometric identification capabilities in Investigator Pro (IPRO), together with our Inmate Intercommunications Evaluation & Reporting (ICER) capabilities, will give the DOC a well-integrated and focused tool to uncover and identify inmate attempts to hide their identities or to communicate with other inmates either inside a facility or in other facilities across the country.

The Investigator Pro has a firmly established and solid technology foundation. The structure, algorithms, and operational capabilities of the software were in part developed through a $50M support grant to a major technical school by the Department of Defense, with sole licensing of that technology to JLG Technologies. JLG Technologies adapted the core voice identification technology for the Corrections market. IPRO is fully integrated into Securus' Secure Calling Platform (SCP) and does not require any 3rd party software.

The following overview of features is included here to describe the capabilities of IPRO and how they benefit investigators.

- Far More than Just a Voice Biometric Technology: Investigator Pro is not just a voice biometric tool, it's a thoroughly laid out set of comprehensive investigative tools that give investigators insight into what is really going on during calls. It provides actionable leads using our patented capability of identifying each inmate's voice by name.
- A Well-Established and Accepted Product Country-Wide: IPRO has a 10-year track record of providing pinpoint voice accuracy capability country-wide in 243 state, county, and local correctional agencies.
- Continuous Call Monitoring - No Gaps at Any Point in Coverage: 100% coverage of not only each and every call, but also 100% coverage of every second of every call for both the inmate and the called party, without gaps in the conversation and without tipping off the inmate or called party.
- Automated Voice Scoring Provides Both Speed and Accuracy in Investigations: Accurate call scoring of each inmate's voice on the call for identification of all inmates on all calls by name, whether or not the inmate initiated the call. IPRO's scoring shows investigators the probability of an inmate's voice is the voice heard on a call, e.g. 85%, 95%, 100%, to assist investigators in determining the priority of calls to listen to.
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appears. This feature enables the investigator to search for calls to released inmates.

- A full Screen Call Player that Pictorially Displays Details of Every Call Along with Live Action Buttons: Investigators can view every second of every call from start to finish with the ability to scan and replay call segments, separate, graphically view, and independently listen to either/both the inmate side and called party side without the need for additional switching and listening equipment. They can vary call replay speed, visually pinpoint, identify, and play 3-way calls, and easily make notes related to each call or call segment. If there is a need to forward an entire call or call segment, there is no need to burn to CD as IPRO enables capturing and forwarding calls and call segments via secure email, saving considerable time and handling.
- Automated Location, Isolation, and Forwarding of 3-Way Call Segments Saves a Lot of Repeat Listening Time: Using the CallPlayer as described above, the call path will automatically identify each 3-way call attempt and/or conversation without the investigator having to review the entire conversation, even if there are multiple 3-ways on the same call. The 3-way segment(s) can be isolated, sped up/slowed down, replayed, copied, and forwarded via secure email without having to burn to CD.
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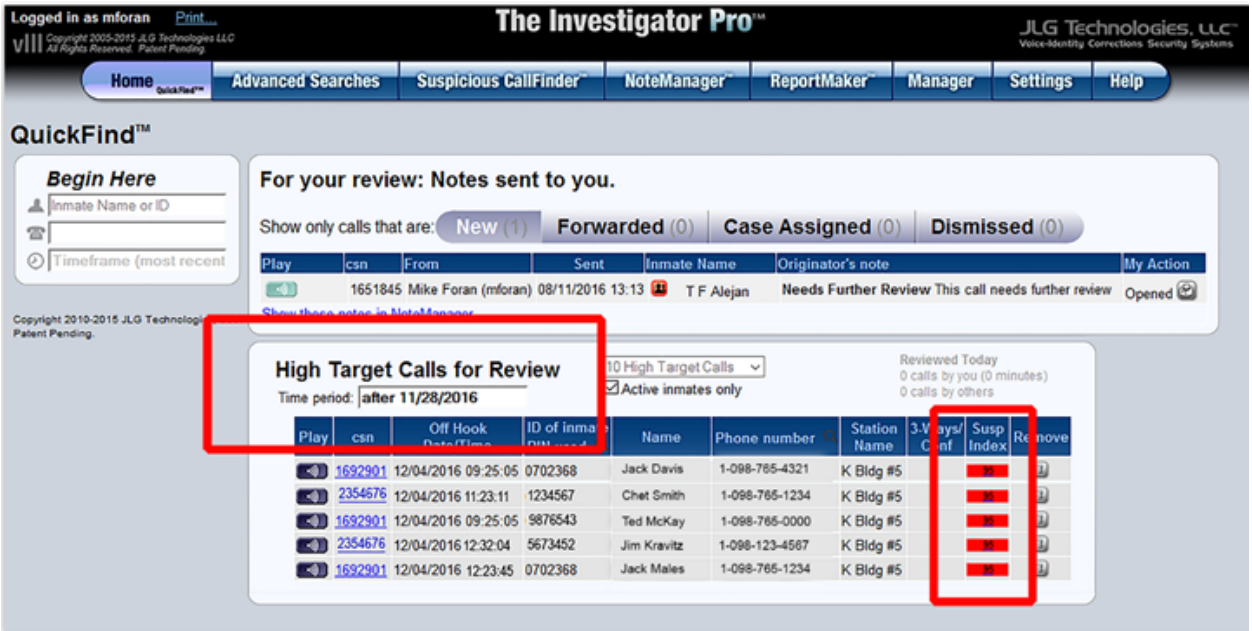
High Target Calls Report



IPRO can automatically identify and present an automated list of high interest calls that have occurred since the last query period.

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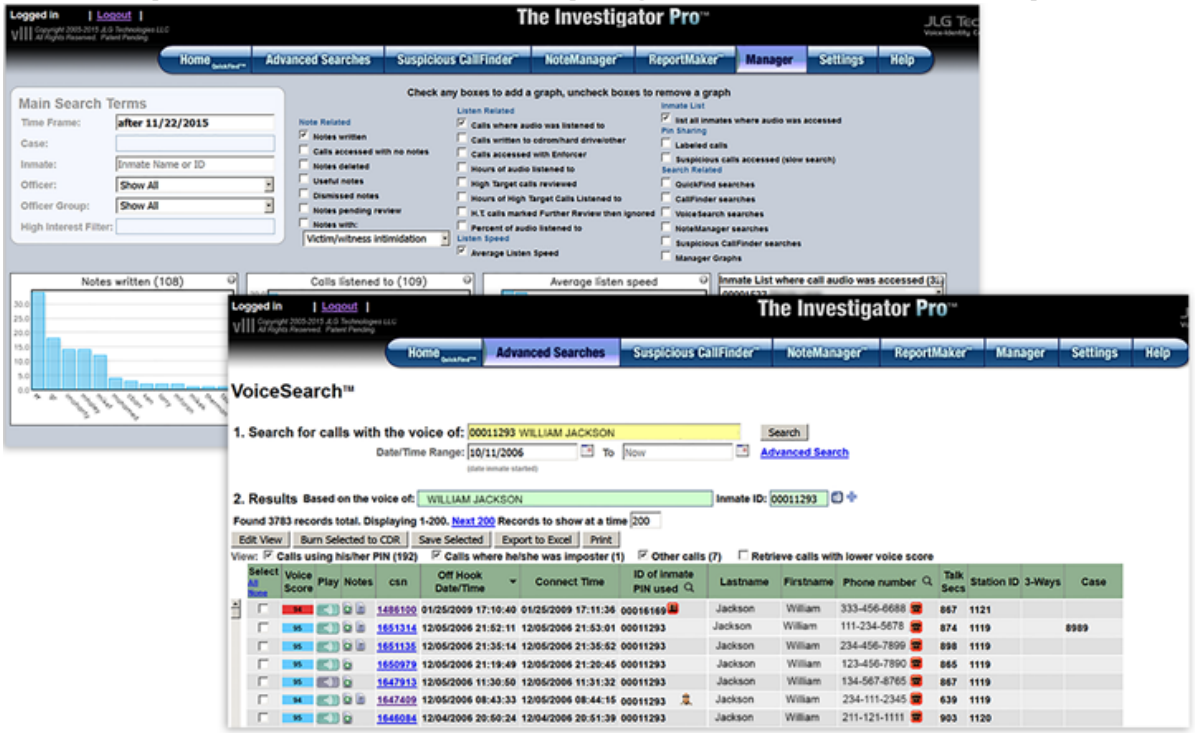
- QuickFind™ puts the smartest, most requested analytics on inmates, phone numbers and calls at your fingertips.
- High-Target Calls for Your Review presents the calls inmates most want to hide—ideal for random listening requirements.
- CallPlayer Pro™'s unique investigator-friendly screen features key information along with the ability to control the playback speed, skip over silent portions of the call and make notes.
- VoiceSearch™ finds and ranks any inmate's voice on all calls, placed with or without his PIN. Investigators can also search on a called party's voice and identify the calls on which that voice appears.
- CallFinder™ puts call criteria at your fingertips to find the calls you need for your cases.

- MyCallReview™ lets you find, filter, manage and return to calls you've listened to.
- Suspicious CallFinder™ generates leads from suspicious call activity and lets you validate IPRO's results.
- NoteManager™ lets you organize, view and report on notes across calls.
- ReportMaker™ effortlessly runs reports to uncover patterns of telephone system use that may indicate illicit activities.
- IPRO flags and tracks high interest groups such as gangs, high profile inmates, institution drug dealers, escape risks, and mail-monitored inmates.

Sample Interactive Display Screens and Reports



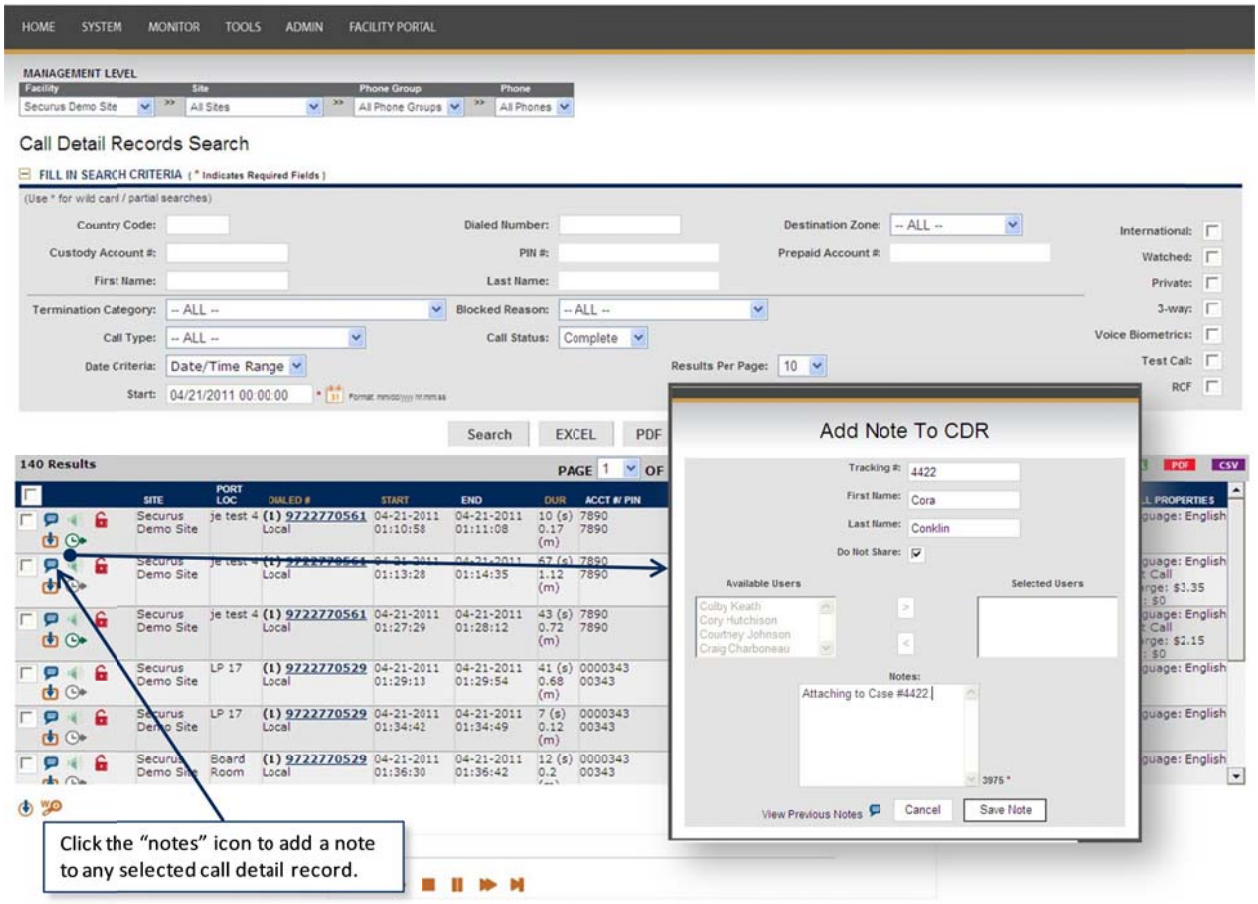
Powerful, easy-to-use voice search and reporting tools provide detailed, accurate, and actionable leads for finding calls where inmates were trying to hide their voices. IPRO's ability to automatically search through hundreds of thousands of calls in just a few seconds ensures significant manpower and money savings. A series of reports can be used to highlight and record even the most minute of call details.

Call Tracker

The Securus Secure Calling Platform (SCP) allows authorized users to add notes and tracking numbers to call detail records associated with recordings. Using this feature, known as Call Tracker, users click the notepad icon located in the call detail record, to add notes to an inmate call. The Call Tracker feature gives authorized users the ability to add a

tracking number, gang affiliation, duration into the call, and any other notes associated with the call. This feature also allows authorized users to either keep the note private to their investigation or to share the note with other users. From the Notes screen, users may also view previous notes associated with the same call.

Adding a Note to a Call Detail Record



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 WITH THIS REQUIREMENT.

The SCP user interface allows multiple, authorized personnel to simultaneously access the centralized recording database to retrieve calls for investigations without having to change

or exchange recording media. The system provides for an unlimited number of operators to search and download recorded calls across the WAN for all facilities without the degradation of any and all facilities within the provided WAN. There is no limit to how many users can access the platform at the same time.

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 WITH THIS REQUIREMENT.

Securus has proven experience with Integration. Securus currently integrates with more than 110 different vendors worldwide and more than 60 independent, facility-owned systems and shared databases.

Securus has a dedicated Integration Department that integrates various systems and products in the corrections environment. The Securus technology has the flexibility to work with facility-owned systems, JMS, OMS, Commissary, Banking, and Kiosk vendors.

The most common technologies Securus uses include SOAP Web Services, HTTP, FTP push or pull of files in any textual format, JSON, XML-RPC, and TCP Sockets. All of these methods integrate over secure connections. Securus can modify your data format for migration into our platform, without costly code modifications. Securus integration engineers consult with facilities' IT departments or system providers to determine the best integration strategy for each specific application.

Securus Integration Process

The dedicated Securus Integration team designs, develops, tests and implements all custom integrations with corrections industry vendors and banking systems to deliver fast and flexible solutions for our customers. This process is part of the overall Project Plan for the installation of the Securus Secure Call Platform (SCP). Major milestones include:

- Collect Preliminary Needs/Requirements
- Contract Signed
- Finalized Requirements document
- Approved Scope Statement
- Finalize Design Document
- Schedule Customer Implementation
- Develop Custom Integration Solution

- Test Custom Integration Solution
- Implement Custom Integration Solution
- Customer Approval and Sign-off

JMS Integration

Securus currently integrates with more than 110 vendors worldwide, including:

ABL Management, Inc.	FirsTech	PTS Solutions
Aramark	FSG Software	Sleuth
Archonix	Genesis	Southern Software
Beacon Software Solutions	Global Software	Spillman
Canteen	Golden Eagle	Stellar
CBM	Guarded Exchange	Stewart Commissary
CenturyLink	Huber & Associates	Sungard/OSSI
Cirqular/SecurManage	ID Networks	SunRidge Systems
CIS	Intellitech	Swanson
Cisco	Intergraph	Synergistics Software Inc.
Compass Group	J-CORR Technologies/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

Embarq	Prevatek	VisionAir
Emergitech	Primonics	Western Union
EnRoute 911	Pro Phoenix	Windspeed Software
EZ Card and Kiosk	PTS	Zuercher Technologies

The Securus SCP can be integrated with a facility's jail management system (JMS) or Commissary system so that the inmate PINs are automatically transferred, activated and deactivated based on the inmate's status. If an inmate is released, the inmate's PIN is stored and can be reactivated along with call detail records and inmate recordings if the inmate returns to the facility.

Examples of fields that can be automatically populated in SCP from a JMS or Commissary integration include:

- **First Name** – Inmate's first name
- **Middle Name** – Inmate's middle name
- **Last Name** – Inmate's last name
- **Birth Date** – Inmate's date of birth
- **Social Security Number (SSN)** – Inmate social security number
- **Account Number** – Inmate's jail ID, jacket ID, or docket number, to be used as the SCP inmate custody account number. Any number permanently assigned to an inmate hat does not change if they are released and booked back into the facility.
- **PIN** – 4 to16 digit code used by the inmate to place phone calls.
- **Activate Date** – Date in which the inmate account became active in the system
- **Book Date** – Date that the inmate entered the facility
- **Gender** – Inmate gender
- **Housing** – Location of the inmate
- **Race** – Inmate race
- **Alert Level** – Typically used for security status such as maximum, minimum, low risk, and death row
- **Max Call Duration** – Call duration applied to each phone call placed by this inmate
- **Three-Way Detection** – Setting to enable or disable three-way call detection for this inmate
- **Language Preference** – Language in which the inmate speaks for reporting purposes (does not dictate the language of phone prompts)
- **Suspended** – Setting to allow or prevent the inmate from placing calls

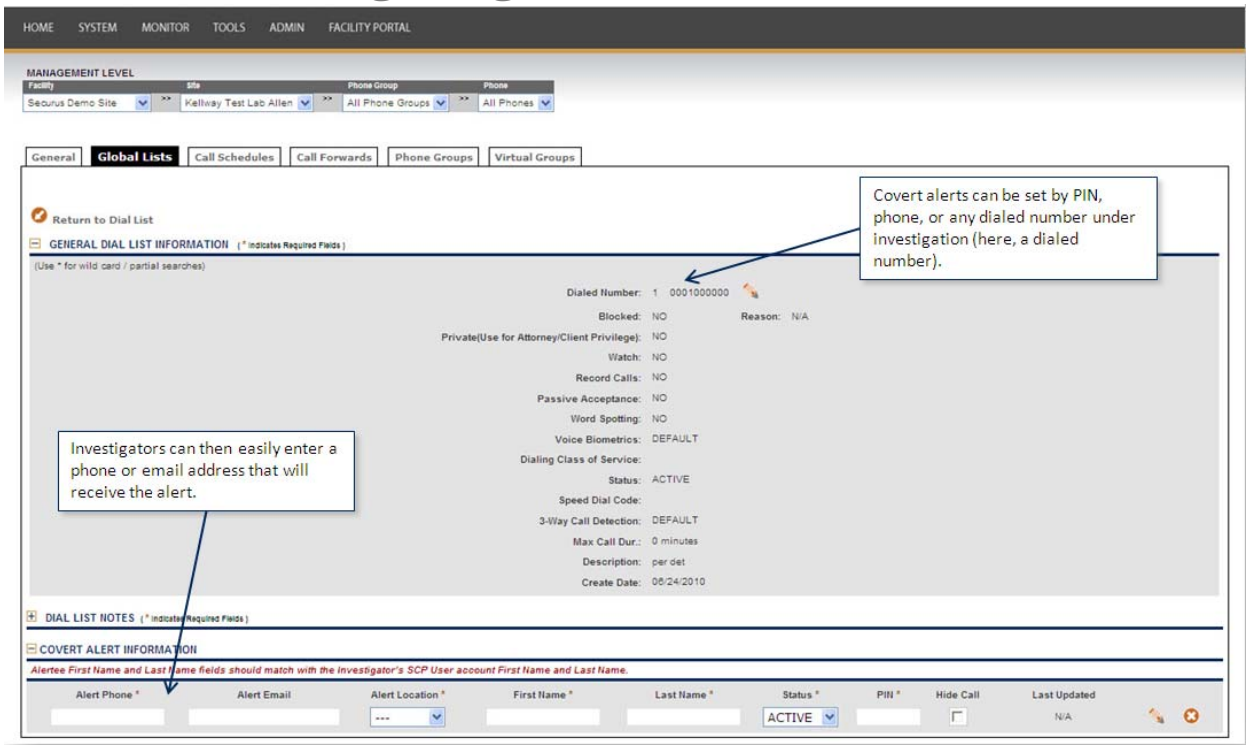
- **Suspend Start Date** – Start date of calling privileges suspension
- **Suspend End Date** – End date of calling privileges suspension

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 WITH THIS REQUIREMENT.

The Secure Call Platform (SCP) includes the Covert Alert feature that will call an investigator on their cellular or another phone when a specific inmate places a call and offer them real-time monitoring of that call.

Configuring an Alert Notification



Covert Alert can bridge a call to an authorized remote number for dialed numbers, phones, or inmate PINs 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.

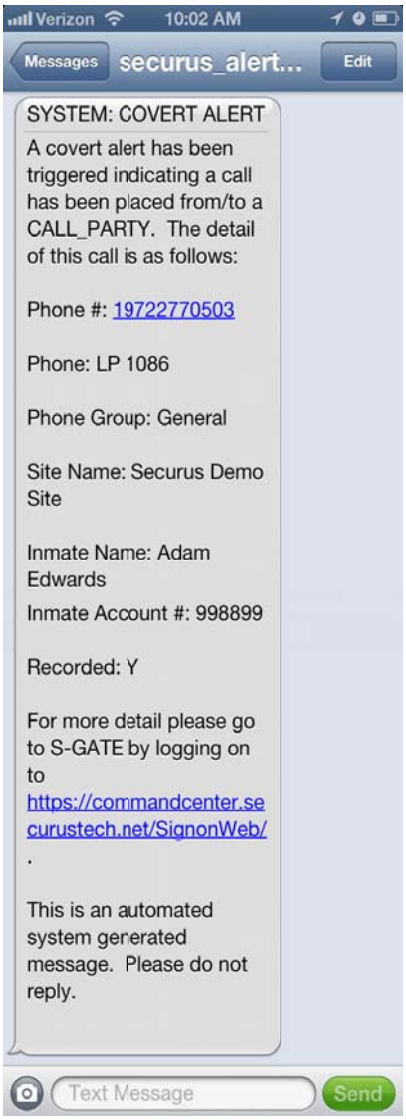
When a call is placed by an inmate, or to a phone number that has a Covert Alert trigger, it is automatically sent to the designated investigator phone number(s). A call can be sent to multiple numbers simultaneously allowing several investigators to listen to the call.

Covert Alert can send calls to any phone number within the facility or across the United States. Investigators can also monitor calls through on-site workstations using the SCP Live Monitor, or remote live call-forwarding feature. This allows facility investigators to monitor potential illicit activities regardless of the investigator's location.

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. The following figure provides a sample e-mail alert:

Alert Notification E-Mail

Investigators can also choose to receive a covert alert via text message. The text message includes the date, time, inmate PIN, originating telephone, dialed number, and an indication if the call has been recorded. The following figure provides a sample text message alert.



Additional Security Feature

For extra security, Coverts 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 immediately terminate the call by pressing a predetermined code. Covert Alert can also be configured to allow investigators to enter a code and “Barge In” to the call and speak to both the inmate and called party.

This “Barge In” capability is available through both Covert Alert and on calls forwarded from SCP Live Monitor. When monitoring a conversation, the call can be forwarded to an investigator cell phone, office phone, or other designation, allowing them to barge into the conversation using the predetermined barge in code and acceptance digit.

Covert Alert Call Detail Record Report

The Covert Alert Call Detail Record Report allows authorized users to search for calls that triggered a Covert Alert. The report provides comprehensive detail regarding the call.

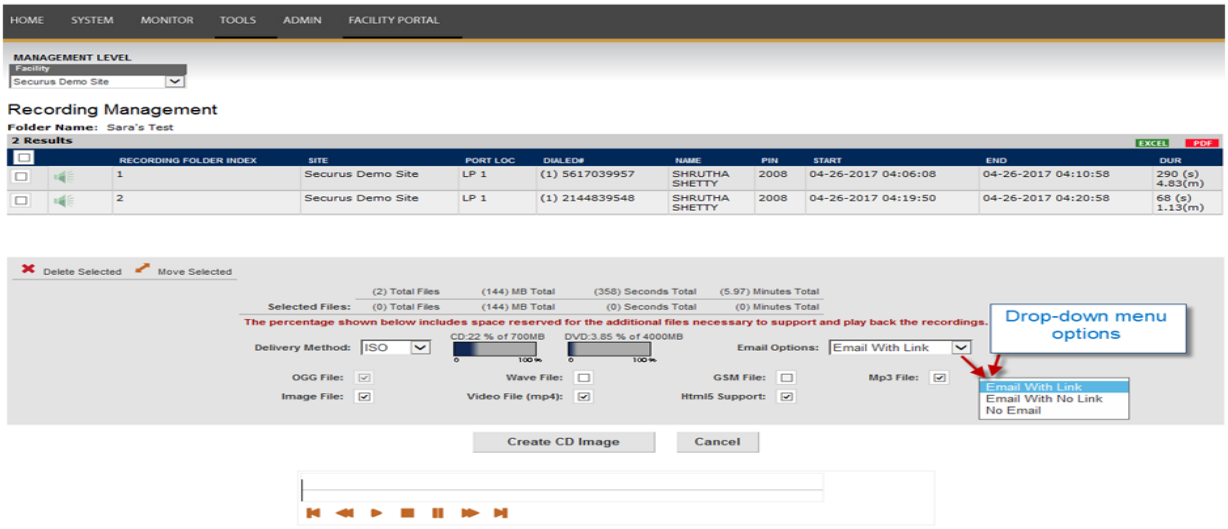
33.1.37 Email or Download Contact Recordings: The system shall provide the capability for investigators to email contact recordings directly from the system’s user interface, and to download contact recordings directly from the system to a local drive or to a “flash drive,” “thumb drive,” or other removable storage device.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

SCP provides authorized users with the capability to email and copy recorded calls onto a CD/DVD or other storage medium in audio or mp3/data format with tamper-free capabilities. This feature allows the mobility of recordings for transporting the information to investigative personnel, court cases, playback on another windows based PC, or simply to have a personal backup of the conversation.

SCP provides authorized facility users the ability to send an email message to selected individuals with a link to download the recorded conversations, or attach the downloaded .wav recording file to the email. Recipients of the emailed recording can listen to the .wav file from their email device.

Emailing Recording Options



Downloading Calls

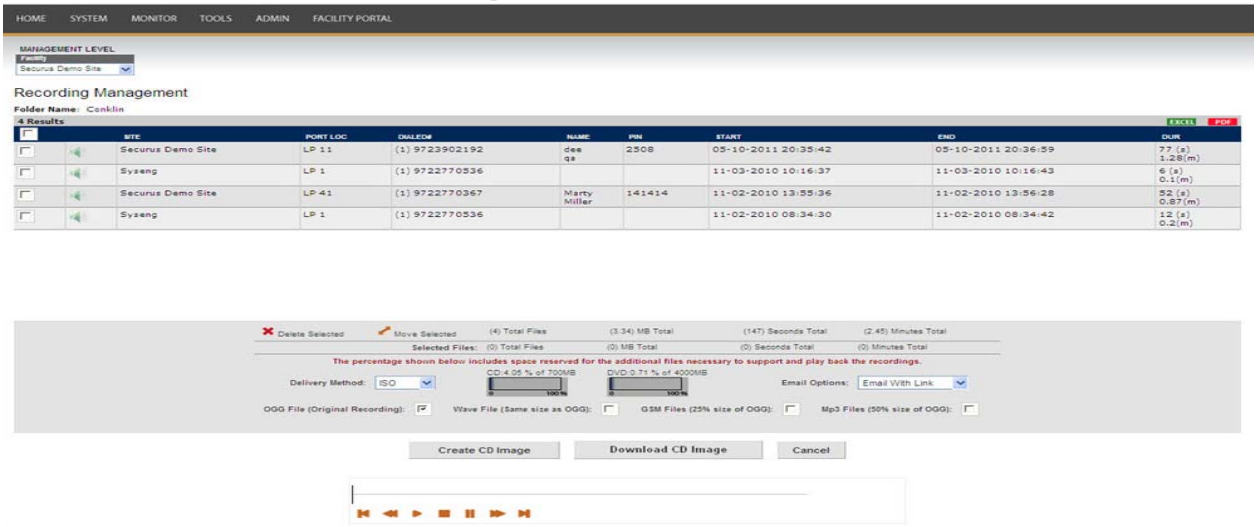
The recording management folders allow investigators to view the size of the folder and how that compares to the available capacity of a CD or DVD. This utility also allows authorized users to move recordings between folders to easily manage their recording files. Once downloaded, the recorded conversations may be copied to any external media device connected to the user's PC.

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, SCP stores the files—both audio and CDR information—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.

Downloading Calls 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 WITH THIS REQUIREMENT.

The Securus Secure Call Platform (SCP) has an integrated recording and monitoring system. The automated system is designed to be a cost-effective solution for all correctional facilities of any size. Multiple levels of security provide 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).

Call Monitoring

The SCP Live application allows for real-time monitoring of calls in progress via a multi-media PC workstation. Facility personnel (with appropriate privileges) can monitor live calls by highlighting the call in progress and clicking on the speaker icon. This process is undetectable by the inmate or the called party and does not disrupt the recording process. Concise descriptions of activity appear for each phone in use. For example, the system shows the specific telephone location, inmate PIN, the destination number dialed, city and state of the destination, and start time and duration of each call. SCP also diplays any restrictions such as “watched” or “private,” and the status of the call, such as “in progress,” “calling destination,” or “getting acceptance.”

SCP can also automatically eliminate all monitoring or recording of special calls, such as calls to legal counsel, by designating the number as a “private” number. SCP prevents all unauthorized attempts to listen to private calls—the user interface will not display the speaker icon to play private calls. The call record also lists the call as “private” on the user interface.

Call Monitoring, Silent

When monitoring occurs, the system incorporates analog suppression/amplification hardware that allows monitoring of calls without inmate or called party detection. There is absolutely no noise, volume loss, or other indication of monitoring to assure complete investigator anonymity.

Call Recording

The integrated SCP recording application works independently, so there is never a need for integration of a third-party manufacturer’s product. This allows the facility to deal with a single vendor if any issues arise.

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

The SCP can record all calls simultaneously and allows personnel to listen to pre-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 the local police departments, can also access these functions. Any authorized user with an approved user name and password can easily, and remotely, access recording and monitoring of inmate calls from any computer or device with access to the Internet. Securus has tested and certified the playback of calls and live monitoring on:

- ✓ Operating Systems/Devices
  1. iOS
  2. Android OS
  3. OS X
  4. Windows
- ✓ Browsers
  5. Internet Explorer
  6. Firefox
  7. 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.

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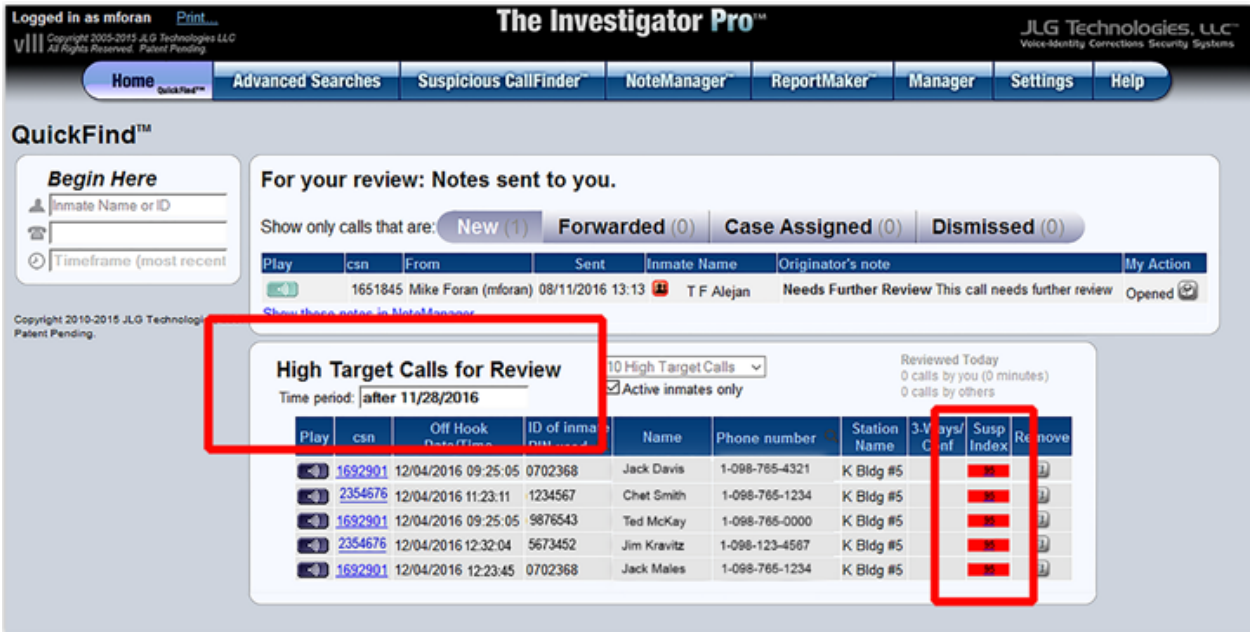

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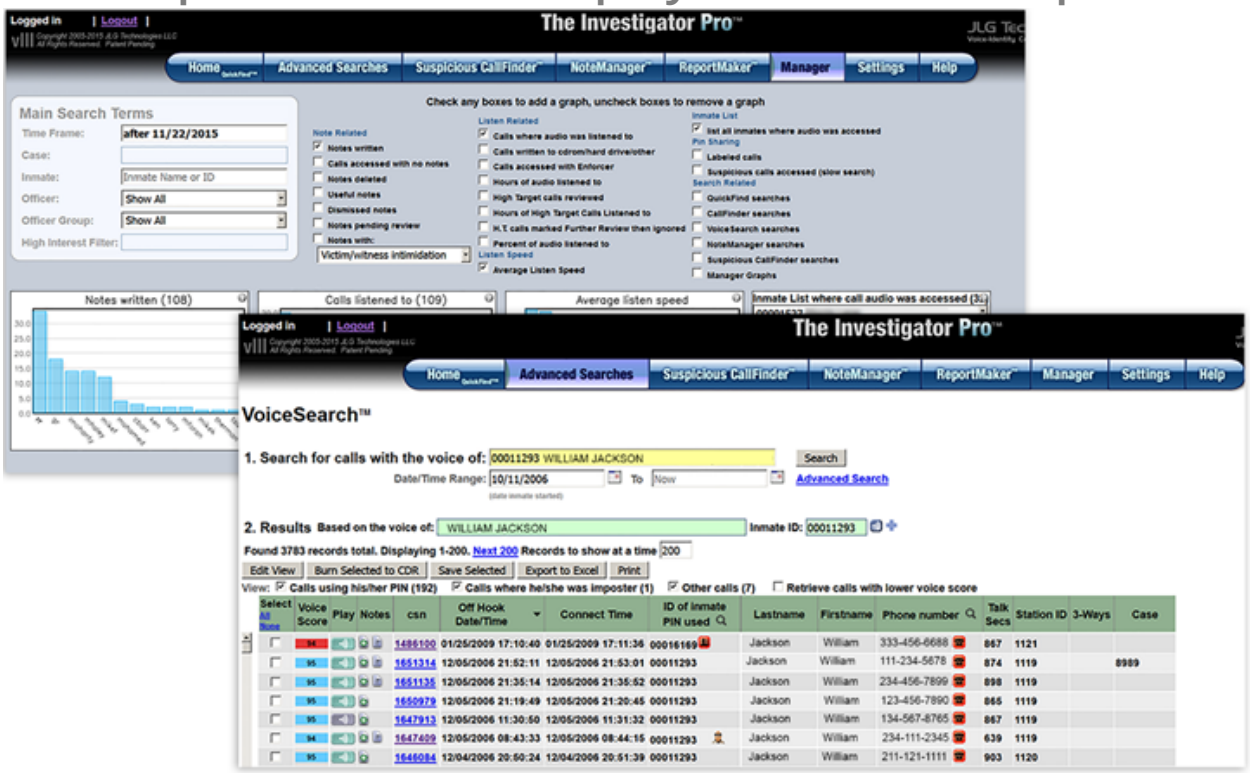
- High-Target Calls for Your Review presents the calls inmates most want to hide—ideal for random listening requirements.
- CallPlayer Pro™'s unique investigator-friendly screen features key information along with the ability to control the playback speed, skip over silent portions of the call and make notes.
- VoiceSearch™ finds and ranks any inmate's voice on all calls, placed with or without his PIN. Investigators can also search on a called party's voice and identify the calls on which that voice appears.
- CallFinder™ puts call criteria at your fingertips to find the calls you need for your cases.
- MyCallReview™ lets you find, filter, manage and return to calls you've listened to.
- Suspicious CallFinder™ generates leads from suspicious call activity and lets you validate IPRO's results.
- NoteManager™ lets you organize, view and report on notes across calls.
- ReportMaker™ effortlessly runs reports to uncover patterns of telephone system use that may indicate illicit activities.
- IPRO flags and tracks high interest groups such as gangs, high profile inmates, institution drug dealers, escape risks, and mail-monitored inmates.

Sample Interactive Display Screens and Reports



Powerful, easy-to-use voice search and reporting tools provide detailed, accurate, and actionable leads for finding calls where inmates were trying to hide their voices. IPRO's ability to automatically search through hundreds of thousands of calls in just a few seconds ensures significant manpower and money savings. A series of reports can be used to highlight and record even the most minute of call details.

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 WITH THIS REQUIREMENT.

SCP's Word Spotting is an investigative tool that finds specified keywords and short phrases within inmate conversations. This technology speeds up investigations and reduces labor demands and increases investigative capabilities.

Word Spotting Technology

The Securus Word Spotting solution was developed specifically for the corrections environment. As an experienced innovator, Securus built and tested this technology in our development lab using real calls placed by inmates with feedback and direction from investigators. This approach ensures that Fort Bend will be using a premier investigative tool with the best accuracy in the industry today.

SCP's Word Spotting features includes:

- A default dictionary of more than 7,500 search words that can be customized to meet the facility's needs, including slang and jargon not found in standard dictionaries. As security threat groups expand their code word vocabulary, investigators can add new keywords
- A user-friendly interface to select suspicious inmates or phone numbers for ongoing searches
- A Word Spotting search engine that automatically processes inmates or phone numbers with no additional involvement from facility staff
- Integrated reporting that allows users to identify calls with specified keywords
- A unique feature that allows users to select suspicious recordings from the standard Call Detail Report and send them through the search engine with a single mouse click

Securus Word Spotting is Fully Integrated with SCP

Similar tools in the industry use off-the-shelf systems intended for call centers or educational institutions. These systems do not account for the ever-changing landscape of criminal investigations or the evolving vocabulary of inmates. In many instances, these systems also force investigators to copy calls to local machines or move calls to a separate tool to identify specified words.

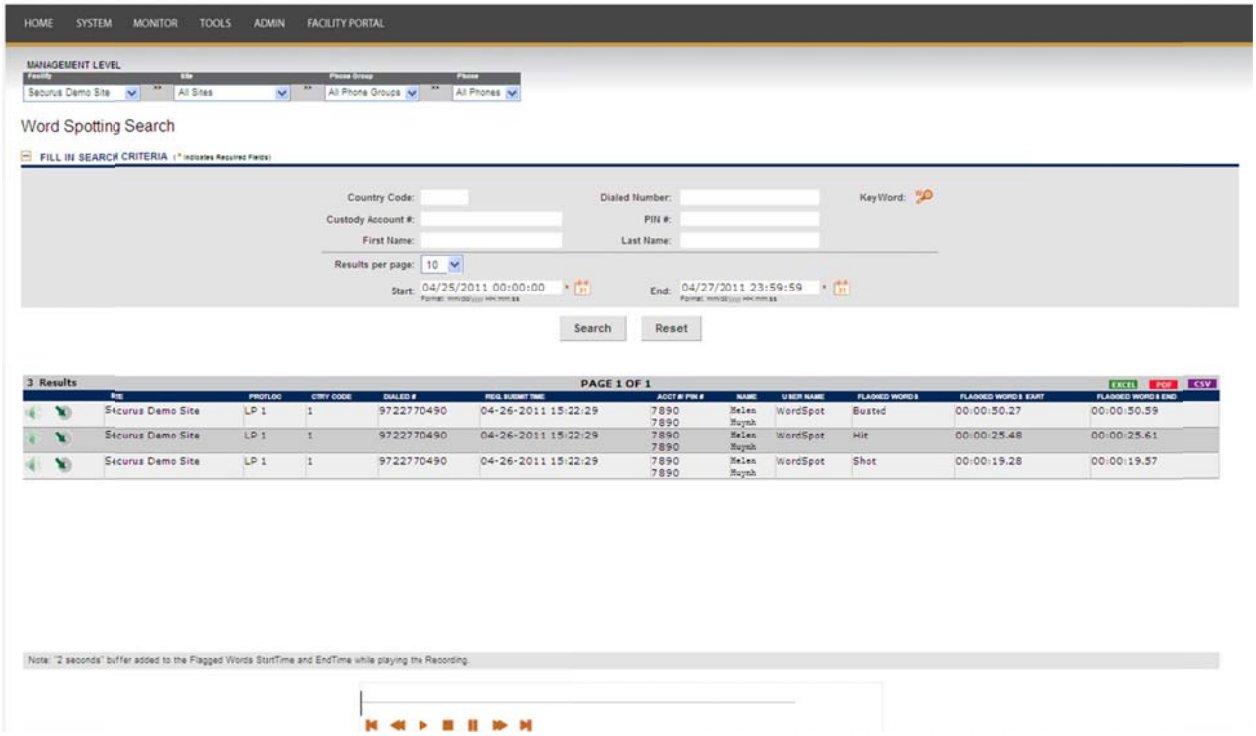
By contrast, Securus Word Spotting is fully integrated into the SCP platform. Word Spotting searches for specified keywords in calls automatically without the need to switch programs or download calls.

Word Spotting Reports

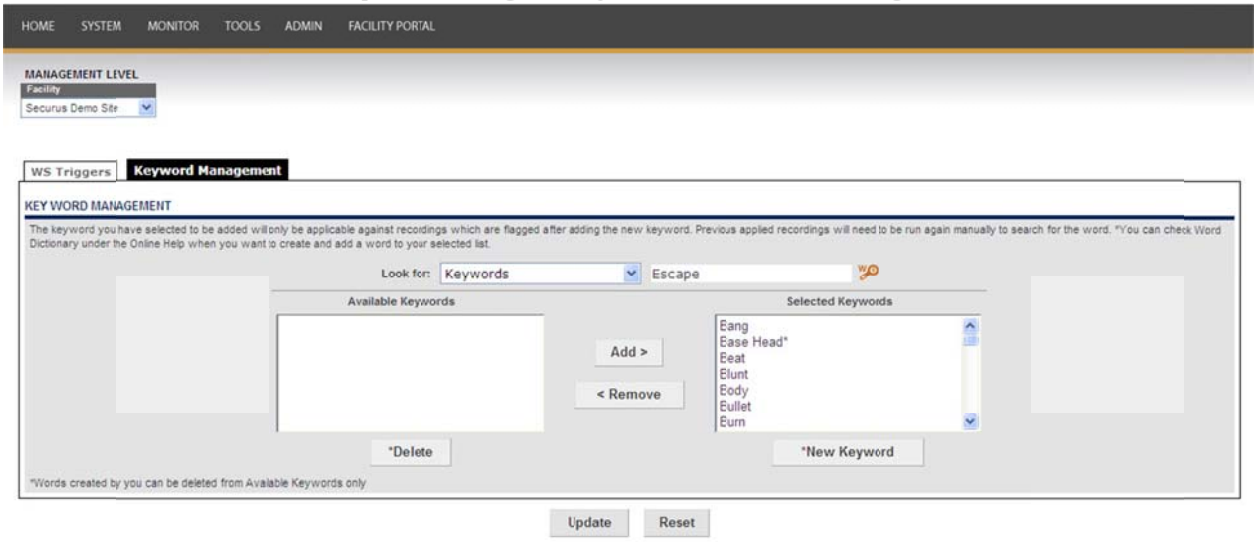
Authorized users can access the Word Spotting reporting tools through SCP's user interface. Investigators use search criteria such as date range, PIN, dialed number, and inmate name to pull a report that lists all of the calls with identified keywords.

The reports provide standard information such as the name of the inmate, their PIN, and the dialed number. Investigators can see the identified keyword and the time within the call that the word was spoken, saving valuable time by eliminating the need to listen to the entire call.

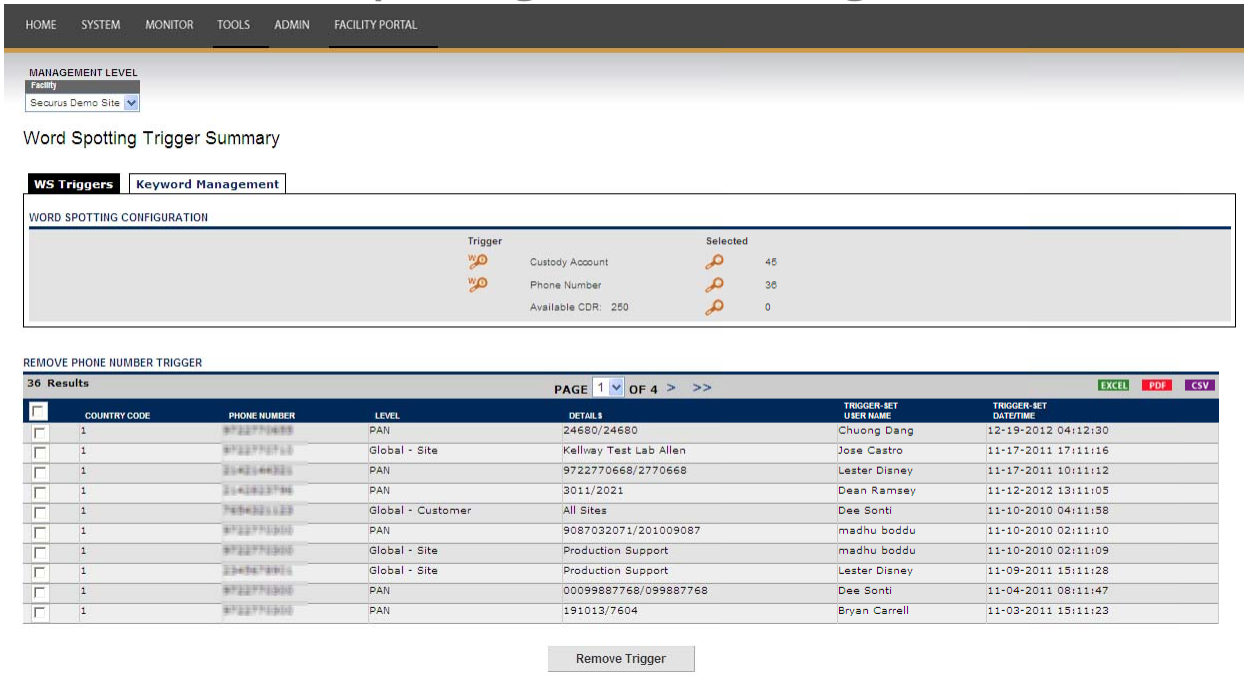
Word Spotting Report



Word Spotting Keyword Management



Word Spotting Search Configuration



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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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.

33.2 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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

33.2.5 Twenty five (25) 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 earbud or headphone, 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 WITH THIS REQUIREMENT.

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT

TAB 2 - RATE AND REVENUE GENERATION PLAN

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 WITH THIS REQUIREMENT.

Securus is responsible for billing and collections. Below we have described our SBCS (Securus Billing and Correctional Services) processes:

Securus provides all billing services internally through Securus Correctional Billing Services. Our ability to produce billing and to use local exchange carriers for collect billing allows us to offer the most robust collect call program in the industry. Securus has more billing arrangements in place with local carriers than any other inmate telephone provider. This means we can place more calls without requiring called parties to set up prepaid accounts. More calls mean more revenue and commissions.

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. Securus and Wolters Kluwer, a leading provider of tax software, upgraded the Securus taxing software on April 15, 2015 ensuring the accurate assessment of all Federal and State taxes.

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 Correctional Billing Services (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.

AdvanceConnect / Prepaid account

- Called parties fund these accounts in advance and charges are deducted from an account as calls are made.

Securus billing to called parties includes the vendor information and a toll-free telephone number to resolve billing disputes.

Securus is unique among its national competitors in offering an in-sourced, US-based call center to provide customer service to friends and family members of inmates. Our 200+

seat call center employs customer service representatives who are Securus employees, trained and managed to Securus' standards.

Live agent support is available to friends and family members seven days a week, 24 hours a day, and 365 days a year.

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.securustechnologies.com). End-users can also now access Securus customer service via online "chat" 24 hours a day, seven days a week.

Our friendly and knowledgeable agents can 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 are highly trained on ITS issues and in satisfying the specific needs of called parties. We offer both English speaking and Spanish speaking agents.

We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. Our customer satisfaction scores for our call center are 20 percent higher than the industry standard.

Securus offers direct billing as an option to our end user customers. The two main forms of billing including direct bill are:

- A Direct-billed account allows collect calls to be billed monthly from Securus Correctional Billing Services. The called party creating the account will be

subject to a credit check (as allowed by state regulations) to create a Direct Billed account

- An AdvanceConnect/Prepaid account allows the inmate's friend or family to fund an account in advance and manage how much money they would like to spend on collect calls. If the inmate's friend or family member wishes to receive more calls, he or she may simply add more funds.

Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts. Convenience drives account creation, and account creation drives more calling, so Securus has made the funding process is easy. 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
- 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 strives to deliver superior customer service and resolve customer issues in one call. Call center supervisors are always available to assist customers when an issue requires escalation. Some issues may require time to research and resolve. For all issues, the following escalation list may be utilized after 24 hours:

- Escalate to customer service manager;
- If still unresolved, escalate to the director of customer care;
- If still unresolved, escalate to vice president of customer care.

Refund Requests

To obtain an account refund, end users may contact Customer Service by phone at 800-844-6591, or by chat at www.securustech.net. For all credit card transactions made by phone or website, full and partial refunds will be applied to the payment source last used. For full refunds on accounts last funded via Western Union, funds will be refunded to the customer through Western Union. For partial refunds on accounts funded via Western Union and for both full and partial refunds on payments mailed to Securus, a check will be mailed via the U.S. Postal Service.

Blocking of Requested Phone Numbers

If called parties would like to prevent calls from a correctional facility serviced by Securus, they may contact Customer Service at 800-844-6591, or by chat at www.securustech.net. There is no charge for this restriction.

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 commission.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus is responsible for any financial losses due to fraudulent billing and/or uncollectible contacts. Securus agrees that any losses due to fraudulent contacts or uncollectible bills will not be subtracted from the gross revenue prior to the calculation of commission.

Uncollectable revenue does not reduce Fort Bend County's commission.

Calls are categorized as uncollectible when 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.

The LEC and Securus write off the bad debt. Larger LECs may refer accounts to outside collection agencies.

Fraudulent calls are calls where 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 Fort Bend 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 WITH THIS REQUIREMENT.

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:

Please refer to our following 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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

37.2.4.2 All other commissions will be paid to County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Proposed Financial Offer

Securus has carefully designed our financial package to balance the call rates, safety, and technology needs of Fort Bend County. This proposal provides two offers both with low call rates and funding fees to inmates and their family and friends, the best and most innovative technology the industry has to offer and a great commission plan for the County.

This offer enables Fort Bend County to increase operational efficiencies and provides more products and services for families to stay connected with their loved ones, without increasing costs to the community. Securus' fully compliant response meets and exceeds all specifications of this RFP. Securus offers the following financial options for consideration by Fort Bend County.

Both offers below include the following:

Securus Communications Platform

(SCP) - With free quarterly upgrades throughout the life of the contract. Over 700 features, including solutions already deployed at your location such 3-Way Detection, Remote Call Forwarding, Advanced Reporting, Covert Alerts, Crime Tip, Reverse Look up and BNA (Billing Name and Address.)

- 188 Inmate Telephones
- Interface to Tiburon to obtain inmate PIN information
- Interface to Aramark for Inmate Debit
- PREA Hotline (Prison Rape Elimination Act)
- Free Calls From Booking
- 3 Years Storage of Recordings

- 4 Standard TDD units
- Most comprehensive funding options for families
- Inmate Debit and/or Prepaid Calling Card
- Video Relay Services Terminals (can be put on any terminals)
- Lobby and Booking Kiosks
- On Site Field Technician
- Facility Portal Access

Video Visitation System

- 35 Public Video Visitation terminals, 5 Hands free units
- 145 Video Visitation terminals, 6 on carts
- 2 Scheduling/Enrollment terminals in Lobby for use by constituents
- On Site Visits FREE
- Attorney and Other Official Visits (non-recorded)
- Remote Paid visits $7.00 per visit/30 minute visits
- Integration to Tiburon (JMS)
- All Cabling and networking

Inmate and Friends & Family Services

- **ConnectUs Applications** - applications include:
  - Phone
  - Grievances
  - Commissary
  - Inmate Request Forms
  - Education
  - Inmate Videos (.mp4)
  - Handbook
  - Emergency call
  - Sick Call
  - Law Library
  - E-messaging
- **Securus Instant Mail** (enables friends and family members to establish a prepaid email account with Securus to securely send email messages to inmates.)
- **AIS (Automated Information Services)**
  - The **ONLY** speech recognition auto attendant on market
  - Jail information
  - Visitation hours
  - Inmate Information

- Court Information
- Release Dates

- **VoiceMail** (Thru Automated Information Services Information Line)
  Provides families and inmates with:
  - One-way communication product allowing friends and family members calling a facility to leave a 45 second voicemail for an inmate
  - Friends and family pay $1.99 for each voicemail
  - Voicemail accessible thru every inmate telephone

- **Inmate Tablets**
  - Phone
  - Religion
  - Games
  - Podcasts
  - Law Library
  - Grievances
  - Education
  - Music
  - Books
  - SecureServices
  - Mental Health
  - Commissary
  - e-Messaging
  - Inmates will have the ability to purchase premium content packages such as songs, games thru their debit accounts. This will be available Q1 2018

- **Inmate Login Application**
  - Allows inmates to change own username and passwords
  - Create own account
  - Take photo of themselves for security purposes
  - Displays upcoming visits inmate has in near future
  - Displays inmates contacts
  - Allows inmates to add new contacts
  - Displays inmates activity, calls made, visitation sessions
  - Displays grievances inmate has entered and status of each
  - Displays balances of debit account

- Earbud replacements will be provided at no cost per the specifications in the RFP

Service

- **Best in class** service that you currently receive on your Inmate Telephone system, Tablets and other current services
- **On site** Field Service Technician & existing field service personnel who are familiar with your facility and service your account today
- **1,500 U.S. based support 24/7/365** supporting Fort Bend County at no cost
- **Dedicated** Director of Account Management overseeing Large Markets including Fort Bend County
- **Dedicated** Senior Account Manager, who currently adds an extra layer of support to the jail staff and County
- **Dedicated** Client Relations Manager to provide **first level** response for service related items
- **Facility Portal** to access commission reports, service tickets, order marketing materials and more
- **Training** quarterly or monthly, no cost to County

Investigative Features

- **Investigator Pro** (Continuous Voice Identification Biometrics)
- **THREADS** (An Investigative Tool for Fostering of Information and Sharing with other Counties)
- **Location Based Service** (Cell phone tracking/GEO Fencing)
- **ICER** (Inmate to Inmate Communications)

Option 1: **Commission Percent**

- Phone Calls

Call Rates		
Collect	$0.21 per minute	82%
Debit	$0.17 per minute	82%
International Calls	$0.50 per minute	82%

Prepaid Card Rates, same as collect

- Commission percent also applies to interstate
- $600,000 Minimum Annual Guarantee
- Remote Video Visits 40%
- Tablets
    - $25, Funding, family/inmate/monthly $10/per tablet
    - $15, Funding, family/inmate/monthly N/A
    - Optional: County can set price and keep anything over $15 as commissions
    - Premium content 40%
- Securus Instant Mail 40%
    - $2.00 per message to family
    - $2.00 per picture to family
    - $0.50 message approval notification
- AIS Voicemail: 20%
    - $1.99 per 45 second voicemail
- E-messaging/Inmate Mail: 20%
    - $0.50 Per text
    - $0.50 additional for photos/prepaid inmate reply
- Funding Fees:
    - $3.00 Automated payments
    - $5.95 'live' agent fee
    - FREE by mail

Kiosk Funding Fees:

Deposit Amount	Lobby/web/mobile app	Call Center
$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

Option 2: **Commission Percent**

- Phone Calls

Call Rates		
Collect	$0.17 per minute	50%
Debit	$0.10 per minute	81%
International calls	$0.50 per minute	81%

Prepaid Card Rates, same as collect

- Commission percent also applies to interstate
- $500,000 Minimum Annual Guarantee
- Remote Video Visits 40%
- Tablets
    - $25 Funding, Family/Inmate/Monthly $10/per tablet
    - $15 Funding, Family/Inmate/Monthly N/A
    - Optional: County can set price and keep anything over $15 as commissions
    - Premium Content 40%
- Securus Instant Mail 40%
    - $2.00 per message
    - $2.00 per picture
    - $0.50 message approval notification
- AIS Voicemail: 20%
    - $1.99 per 45 second voicemail
- E-messaging/Inmate Mail: 20%
    - $0.50 Per text
    - $0.50 additional for photos/prepaid inmate reply
- Phone Funding Fees:
    - $3.00 Automated payments
    - $5.95 'live' agent fee
    - FREE by mail
- Kiosk Funding Fees:

Deposit Amount	Lobby/Web/Mobile app	Call Center
$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

Exclusive Securus Value Add Offerings:

Aside from the requirements set forth in the RFP, Securus is proud to also offer other products and services that were not a requirement in the RFP. No other provider has this extent of a product portfolio. Thru our own development or thru acquisitions we have made, the following products are also available to Fort Bend County. Should the County have interest in these products, Securus will provide cost.

Products that will be cost to the County:

- **Guarded Exchange** (Phone Monitoring services)
- **Satellite Tracking of People** (STOP)
- **National Cell Phone Forensics**
- **Securus Outbound Voicemail** (Securus is the **only** provider in corrections to offer outbound voicemail. Outbound Voicemail is completely unique and allows an inmate to leave a voice message for the called party in the event the call goes unanswered.)
- **Televisit:** is a FDA certified and HIPAA compliant telemedicine platform that allows facilities to rapidly begin experiencing the advantages of telemedicine
- **Securus EHR:** a HIPAA compliant cloud-based Electronic Health Record solution that provides the speed, functionality, and security required by corrections.
- **Digital Post Office:** Securus' Digital Post Office dramatically reduces contraband entering through traditional postal mail by scanning and electronically delivering mail to SecureView tablets and ConnectUs inmate terminals. Covert Alerts can also be established to automatically text or email investigators upon receipt and upload of mail for a particular inmate.

Services at no cost to the County:

- **Exclusive: Correctional Officer Memorial Fund -** We are very proud to be the first vendor in our industry to launch our own program to assist correctional officer's families in the time of need. The fund provides financial assistance to families of those corrections officers who lose their lives in the line of duty.
- **Technology Center:** Securus offers the state of the art Technology Center to Fort Bend County for the purpose of hosting events, training seminars free of charge.

Summary

Securus has worked hard to develop an offer that fully serves the needs of Fort Bend County, your constituents and inmates. We are committed to providing an offer that incorporates all of your requirements while providing world class technology, more services for inmates and families to remain connected and a Texas based service that has supported Fort Bend County, constituents and inmates thru the years. We look forward to our future years as partners.

Securus respectfully requests the privilege of being able to serve Fort Bend County. We thank you for being a great customer over the years. We look forward to a long term, mutually beneficial relationship.

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 provided on-site technician, alternate technicians, trainers, and other staff must pass background checks and be approved by County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will maintain sole and absolute responsibility for maintenance and service of the proposed system at no cost to Fort Bend County. All Securus' staff (on-site technician, alternate technicians, trainers, and other) will be subject to pass background checks and be approved by Fort Bend County. All Support and maintenance personnel are employees of Securus. We do not outsource our support to other 3rd party companies.

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 WITH THIS REQUIREMENT.

Securus provides superior customer service from a state-of-the-art operations center located in Carrollton, Texas. 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 four ways to contact the TSC:

- Telephone: 866-558-2323
- E-Mail: technicalsupport@securustech.net
- Fax: 800-368-3168
- Web portal @ http://www.securustech.net/facility.asp

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 WITH THIS REQUIREMENT.

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.

Escalations

If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

The supervisory escalation chain is:

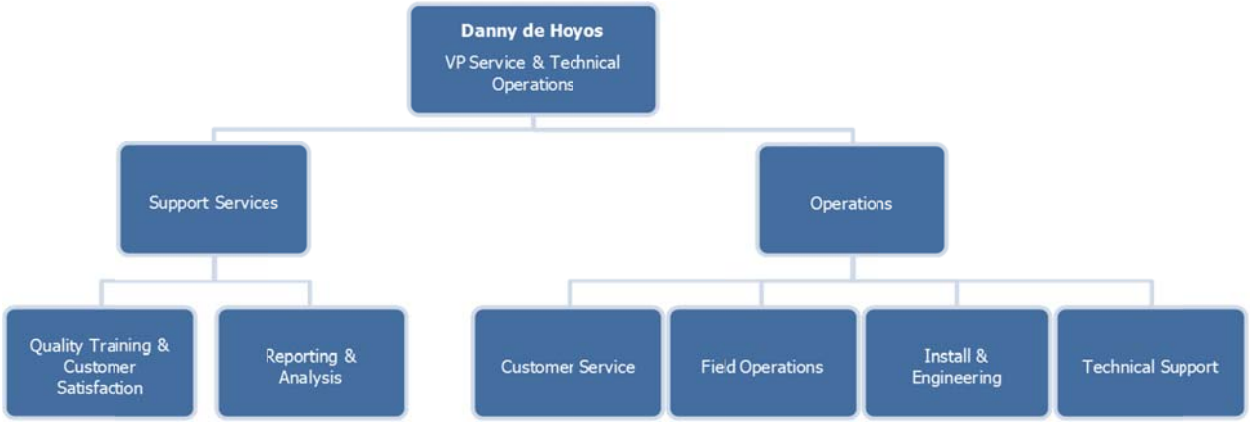
- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- VP Service and Technical Operations

Centralized Services Operations Model

All Securus services and operations are managed centrally, from our Service and Operations organization in Dallas, Texas. The Operations team's responsibility is supporting external customers, including Customer Service, Field Services, Installation and Engineering, and Technical Support. The Support Services team provides internal support services including Quality, Training and Customer Satisfaction, and Reporting and Analysis.

The following figure illustrates the Securus Service and Operations organization, which is staffed by full-time Securus employees.

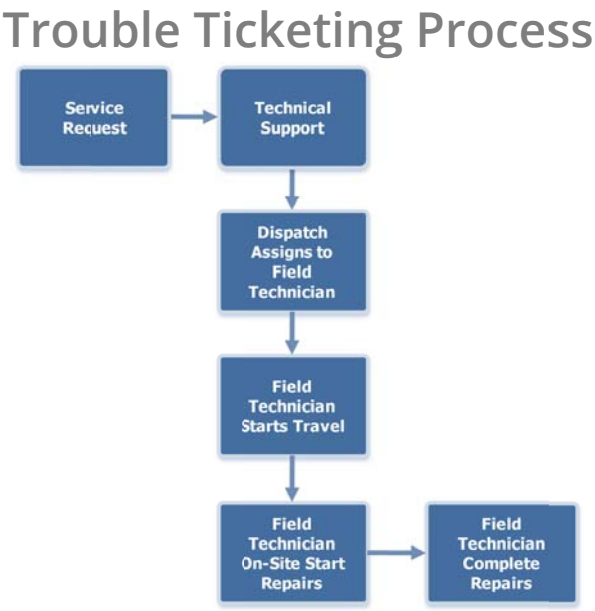
Services and Operations Organization



Securus adopted this operational model because of the natural interaction between functional groups. Having our support services integrated and centrally managed enables cross-functional group interaction, improving the response time, and efficiencies of our services.

Call Routing

The TSC manages the flow of inbound calls through a call distribution system that routes calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times and service level agreements that accomplish our key objective of providing timely resolution to each request. Service calls are answered 24x7x365 by live technicians to provide timely and quality customer service.



In all instances, service will be requested through the TSC and field service personnel will be dispatched through trouble ticketing system to ensure documentation and timely resolution of all service tickets.

Event Tracking System

The Securus event tracking system logs, tracks, manages, and assures an appropriate response to all service requests. The service request generates a unique trouble ticket number linked to each facility's service history and provides real-time updates. Each ticket has a priority level assignment, which drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem, and resolves the problem or engages the appropriate party for problem resolution.

The TSC maintains ownership of all service requests and responsibility for the escalation and update functions. Every effort is made to resolve problems remotely and within the framework of resolution timeframes. However, if the problem requires on-site service, a technician is dispatched. Securus will contact the facility to arrange for the on-site service at the convenience of the facility.

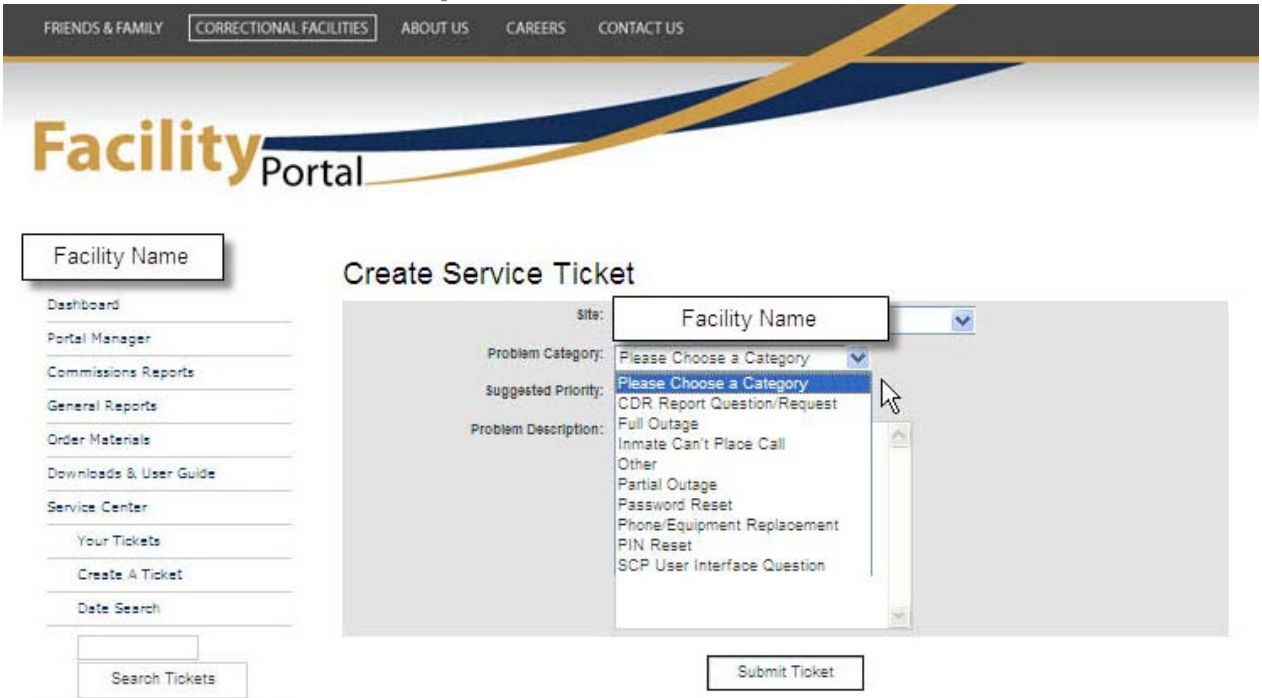
County facilities can also open and track trouble tickets through our convenient facility portal.

Facility Portal

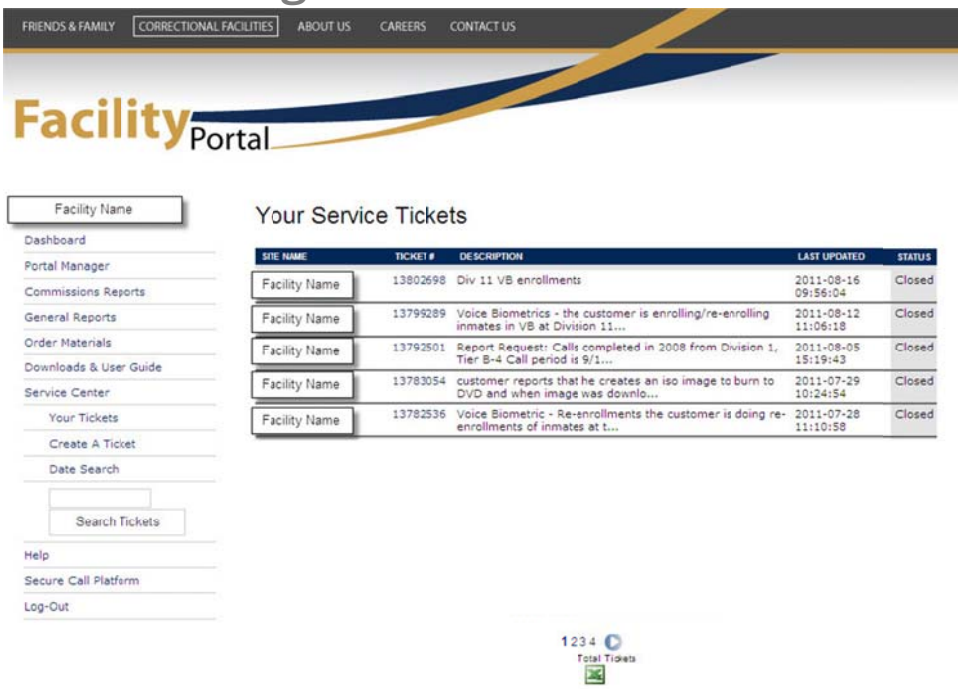
Securus provides customer facilities with one of the only anywhere, anytime, single-point-of-access customer portals in the industry. Approved users can access all calling activity,

including all call detail reports. The Facility Portal also serves as the user interface to the Securus electronic trouble ticket system. Authorized users can initiate trouble tickets for repairs, track the real-time ticket status, and generate current and historical reports of trouble tickets with the Facility Portal. The facility Portal generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date search. All updates are sent electronically in real-time to the originator of the ticket, as well as to the County designee.

Open Service Ticket



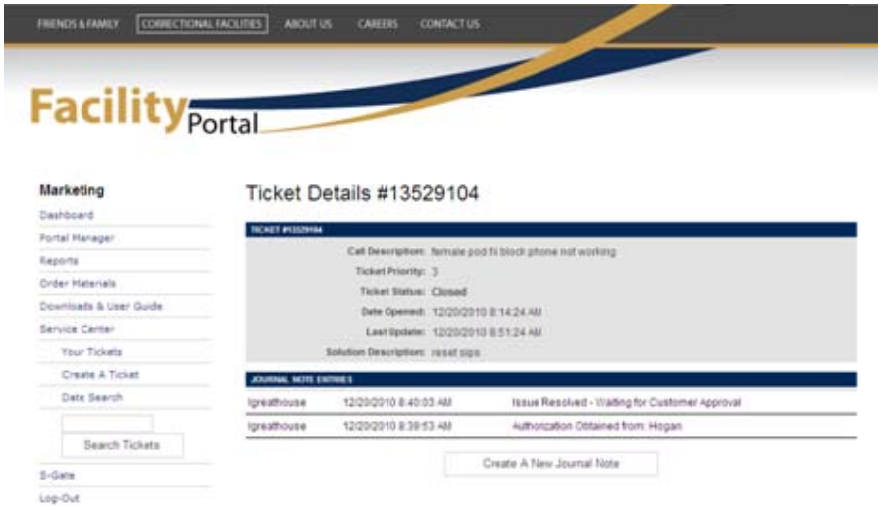
Manage Your Service Tickets



Clicking the ticket number in the service history generates a report with ticket detail. Users can review all the notes and the final resolution of any closed ticket at any time. If the ticket is currently open, users can create a new journal note. Consent to close a ticket can also be performed using the notes section.

Example of ticket detail:

Ticket Detail



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 WITH THIS REQUIREMENT.

Securus is unique among its national competitors in offering an in-sourced, US-based call center to provide customer service to friends and family members of inmates. Our 200+ seat call center employs customer service representatives who are Securus employees, trained and managed to Securus' standards.

Live agent support is available to friends and family members seven days a week, 24 hours a day, and 365 days a year.

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.securustechnologies.com). End-users can also now access Securus customer service via online "chat" 24 hours a day, seven days a week.

Our friendly and knowledgeable agents can 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 are highly trained on ITS issues and in satisfying the specific needs of called parties. We offer both English speaking and Spanish speaking agents.

We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. Our customer satisfaction scores for our call center are 20 percent higher than the industry standard.

Securus offers direct billing as an option to our end user customers. The two main forms of billing including direct bill are:

- A Direct-billed account allows collect calls to be billed monthly from Securus Correctional Billing Services. The called party creating the account will be subject to a credit check (as allowed by state regulations) to create a Direct Billed account
- An AdvanceConnect/Prepaid account allows the inmate's friend or family to fund an account in advance and manage how much money they would like to spend on collect calls. If the inmate's friend or family member wishes to receive more calls, he or she may simply add more funds.

Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts. Convenience drives account creation, and account creation drives more calling, so Securus has made the funding process is easy. 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
- 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.

34.5 Training: 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus provides user, administrative, and investigative training, including face-to-face product training and written documentation for staff, inmates and inmate friends/family

Hands-on training is conducted by experienced Securus employees at your facility through classroom training for contract renewal and twice-monthly instructor-led online classes for your new staff. 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.

Securus offers the following training programs for our facility customers:

- Onsite Training Courses—Securus offers customized training at your facility on Securus Investigative Products. This training includes hands-on activities.
- Dedicated Webinars—Online webinar training on Securus Investigative Products. These webinars are coordinated and scheduled during a convenient time for the facility.
- Monthly Webinars—Provide an introduction to Securus 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 will meet for customized onsite training on Securus 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 Securus products. This training focuses on features, processes, and reports that Administrators need to understand to support their Facility using Securus Products.

Securus will provide instructional resources appropriate for a "train the trainer" environment. Training will be included which is deemed necessary for Fort Bend County to administer and support the system.

Securus provides product training for all 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 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" current and newly released SCP features*.

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 job. We present courses in separate modules based on the types of duties officers tend to perform using the SCP inmate telephone system while focusing on the unique features of our applications.

The following table presents the standard SCP training course modules and associated learning objectives.

SCP Course Modules

Course Module	Objective
Getting Started	• Logging in • Navigating through the features • Managing your password • Contacting Technical Support for service calls
User Administration Activities	• Creating and changing user accounts • Defining a user's role and granting access permission • Resetting a user's password • Deactivating and/or deleting users • Running user management reports
Inmate Administration Activities	• Adding and changing inmate phone accounts • Deactivating inmate phone accounts • Setting up the phones to meet your requirements • Using administrative reports
Monitoring Activities	• Reviewing Call Detail Records (CDRs)

	• Monitoring live calls • Listening to recorded calls • Using monitoring reports • Saving calls and burning to CD
Investigation Activities	• Using CDRs for investigations • Recognizing trends in inmate activity • Using other investigative tools to collect evidence • "Digging" into the details
Super User Activities	• Learning time-saving tips and tricks • Discussing actual facility situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

SCP Online Help

Securus also provides online self-help available at all times from a convenient Help menu accessible through SCP. Trainees use this online application to find quick answers to their questions about 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 SCP, so we recommend only printing the section needed to ensure all printed material is current.

The following figure illustrates the SCP Online help screen:

Secure Call Platform Online Help

The following table presents the SCP self-help online system features and associated functions:

SCP Online Help Features

Course Module	Objective
Welcome Page	Provides high-level descriptions for selected features describing their purpose and functions.
What is New in SCP	Describes new features in the current release and includes links to receive additional details or task-based instructions.
Getting Started	Offers task-based procedures to assist officers in efficiently using SCP to get their job done. Each topic includes a link that enables an e-mail to be sent for Technical Support or to Training for online help feedback.
Related Topics	Links to SCP feature elements such as phones, inmates, investigations, reports, workforce, and administration.

Pop-up Definitions	Defines glossary terms and word index at the click of a mouse without leaving a topic. This assists the trainee to quickly absorb new concepts and technology.
Tips and Tricks	Provides shortcuts, helpful hints, and advanced topics for highly-skilled officers looking to improve their performance.
Frequently Asked Questions (FAQ)	Offers common questions and their answers.
Troubleshooting	Presents self-help instructions for common functions such as the following:
Reference	An inmate was released, but I cannot release his PIN.
Advanced Management Functions	"You must deactivate the Custody Account before you can release the PIN. If you still cannot release the PIN, contact Technical Support."

SVV Training Course Modules

The following table presents the standard SVV training course modules and associated learning objectives.

SVV Course Modules

Course Modules	Objective
Overview and Navigation	• User types • Appointment types • Process flow • URL - status bar - webcam • Internet speed - storage term • Three main modules
Appointments	• Stop or cancel a session • Change date/time • Change terminal • Live monitor sessions
Administration	• Users and user groups • Terminals and locations • Logs

Session Viewer	• View a recorded session • Actions and icons - search, play, lock, delete
Visitation Schedule	• Customized by user type
Optional Applications	• Sick Call - symptoms • Commissary Ordering • Automated inmate information
Overview and Navigation	• User types • Appointment types • Process flow • URL - status bar - webcam • Internet speed - storage term • Three main modules

ConnectUs™ Training Course Modules

The following table presents the standard ConnectUs training course modules and associated learning objectives.

ConnectUs Course Modules

Course Module	Objective
What is ConnectUs	New inmate interface New inmate applications
General ConnectUs Capabilities	Banner Applications Bulletin Board Soft Keyboard
Advanced ConnectUs Capabilities	Conflict Resolution Multi-Tasking Scheduling

ConnectUs Applications	Phone Calls Video Visitation Law Library Inmate Forms and Grievances Inmate Handbook and Documents Videos Job Search

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 WITH THIS REQUIREMENT.

Securus employs approximately 170 field service associates including 9 Regional Managers and a centralized Field Dispatch team to support our national customer base. The Field Service Technicians (FST) are strategically positioned to meet the response time requirements of our customer's and reside near each customer location. FSTs are all required to have extensive telecommunication background and are Securus-certified to service our product offerings. The FTSs have direct access to senior technical support and engineering resources to expedite repairs and minimize customer downtime.

Workflow

Once our centralized Technical support operation determines that an issue requires on-site service, our dispatch team contacts the assigned FST and establishes an estimated time of arrival. The Dispatcher or the FST immediately communicate the time of arrival to the facility. Upon arrival at the facility, the FST will meet with the primary site contact to review the problem and perform the necessary repairs. Repairs typically involve repairing or replacing a defective part or wiring or correcting configuration settings.

Upon resolving the primary issue, the Field Service Technician will perform a system check to detect any unreported issues and conduct preventative maintenance checks while on-site, including:

- Cleaning out the system filters
- Testing system features and functionality
- Testing of individual phones
- Performing workstation(s) inspections.

Problems identified during this check are addressed by the Field Service Technician during the same visit unless additional parts are required to resolve the issue.

Upon completion of the repairs, the FST will validate problem resolution with the primary site contact and obtain sign-off on the repairs performed. After obtaining sign-off, the FST will record the transaction in our problem management system through his or her laptop.

Service Parts

Securus field service technicians maintain a working level of spare parts for minor repairs consisting of telephone sets, handsets, dials, and replacement circuit boards, either on-site or in their truck. If a technician does not have required a part, Securus will drop-ship the item to the site. Securus will ship counter-to-counter on the same day in critical situations.

Quality

Securus sends an e-mail customer satisfaction survey to the primary site contact following each service event. Customer concerns are immediately escalated to the Regional Service Manager and the National Service Director. The Regional Service Manager is required to contact the customer within 24 hours to better understand the concern and implement a correct action plan. Securus executives review the summary of each issue along with the corrective actions on a monthly basis. Our current survey results show 94% satisfaction with Field Service with 77% indicating they were “delighted” with the service they received.

Implementation

Our preliminary implementation plan includes transitional meetings that detail the setup of proposed applications and tasks associated with the transition from the current system to Securus’ Secure Call Platform (SCP). Securus has extensive experience preparing locations for system implementation without disrupting the facility’s existing service. All hardware, phone lines, and workstations will be in place before replacing the telephone instruments and cutting over to SCP.

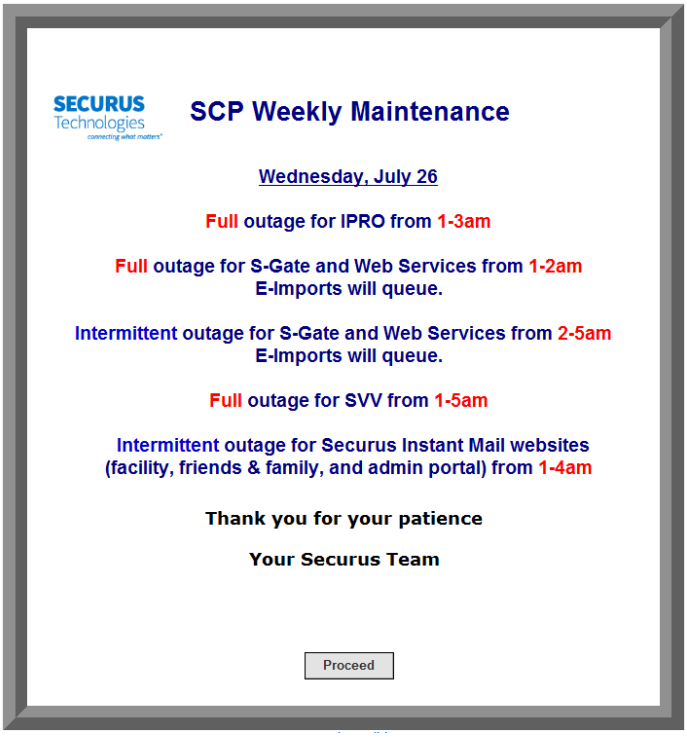
Software Upgrades

We recognize that the challenges you and your officers face every day never stop evolving. When designed our centralized platform, one of our chief objectives was deploying a system that provided upgrades to all customers at regular intervals with no downtime. We achieved that objective with SCP. Securus provides upgrades to all of our customers three to four times annually through a proven and tested after hours process that allows all sites to immediately realize the benefits each upgrade. Our system delivers proven features driven by input from the most recognized corrections and law enforcement agencies in the nation.

Maintenance events are always preceded by a splash screen displayed at login notifying the facility of the upcoming upgrade and new features are discussed with customers prior to implementation. These system updates are more than simple changes. They provide meaningful features and new capabilities, which drive greater officer and community safety, staff efficiency and improved investigative response times.

The following image shows the sample splash screen that notifies users of upcoming maintenance.

Splash Screen



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 WITH THIS REQUIREMENT.

If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

The supervisory escalation chain is:

- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- VP Service and Technical Operations

Centralized Services Operations Model

All Securus services and operations are managed centrally, from our Service and Operations organization in Dallas, Texas. The Operations team's responsibility is supporting external customers, including Customer Service, Field Services, Installation and Engineering, and Technical Support. The Support Services team provides internal support services including Quality, Training and Customer Satisfaction, and Reporting and Analysis.

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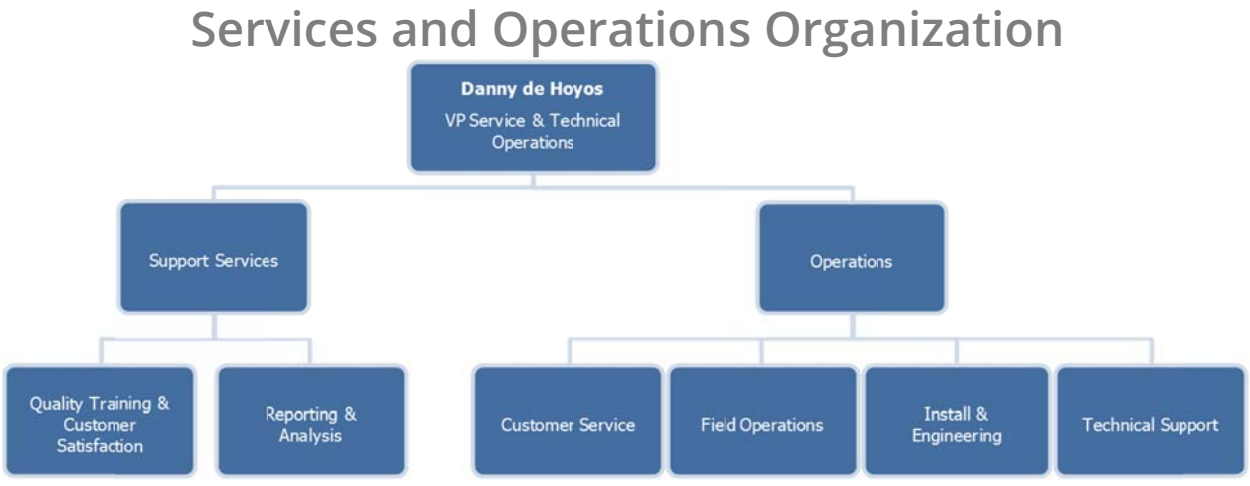

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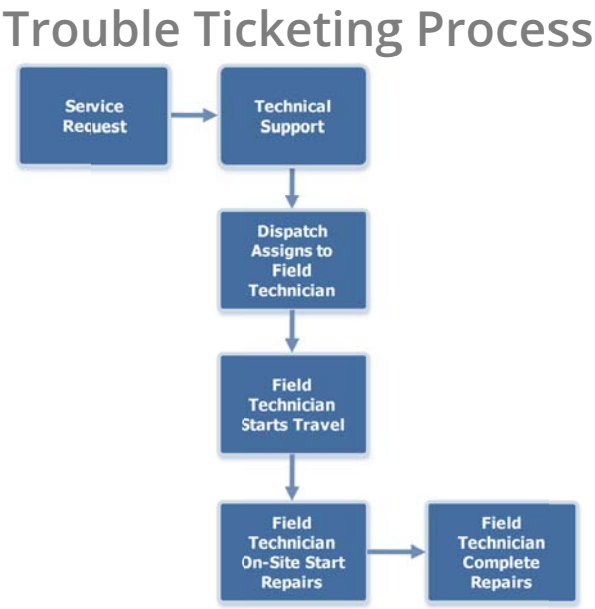

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Event Tracking System

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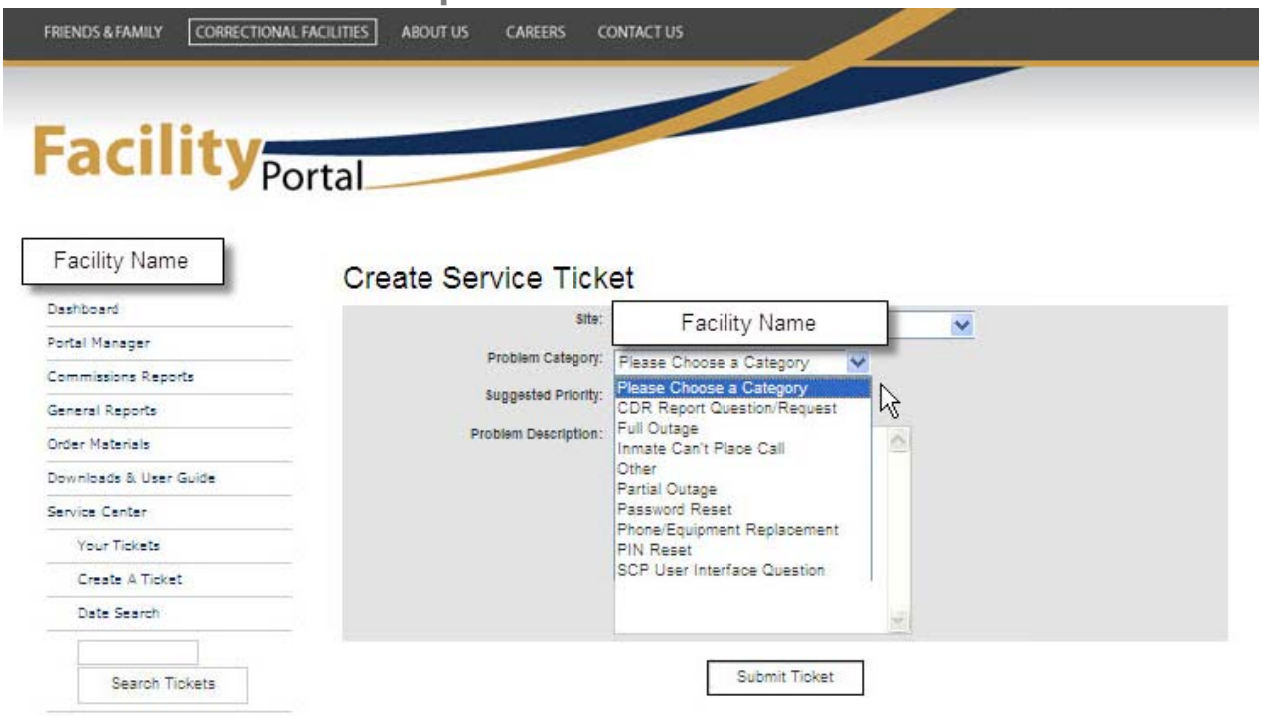
The TSC maintains ownership of all service requests and responsibility for the escalation and update functions. Every effort is made to resolve problems remotely and within the framework of resolution timeframes. However, if the problem requires on-site service, a technician is dispatched. Securus will contact the facility to arrange for the on-site service at the convenience of the facility.

County facilities can also open and track trouble tickets through our convenient facility portal.

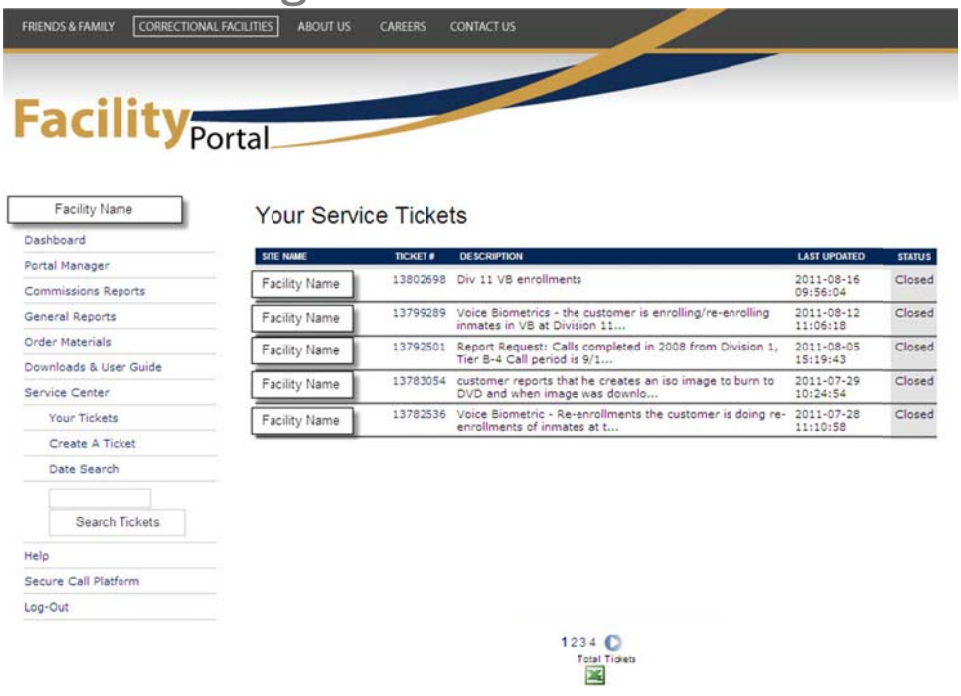
Facility Portal

Securus provides customer facilities with one of the only anywhere, anytime, single-point-of-access customer portals in the industry. Approved users can access all calling activity, including all call detail reports. The Facility Portal also serves as the user interface to the Securus electronic trouble ticket system. Authorized users can initiate trouble tickets for repairs, track the real-time ticket status, and generate current and historical reports of trouble tickets with the Facility Portal. The facility Portal generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date search. All updates are sent electronically in real-time to the originator of the ticket, as well as to the County designee.

Open Service Ticket



Manage Your Service Tickets



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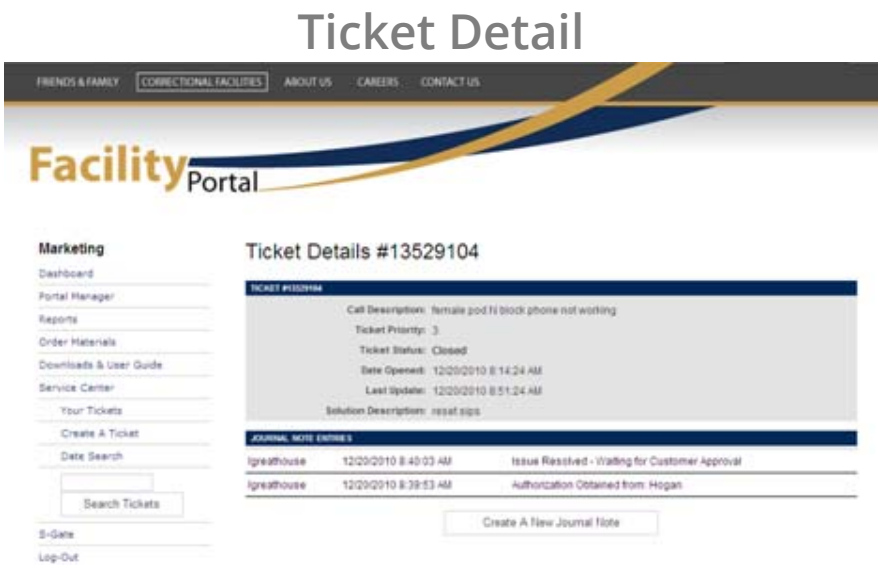
Example of ticket detail:



34.8 On-site Technician: Respondent shall provide 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 For pricing purposes**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus will provide an onsite technician familiar with and able to maintain all proposed system hardware, including regular preventative maintenance. The 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 For pricing purposes

Respondent is to propose the following:

34.8.1 16 hours on-site per week for population less than 700 ADP
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

34.8.2 24 hours on-site per week for population greater than 700 ADP and less than 1,100 ADP
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

34.8.3 40 hours on-site per week for population greater than 1,100 ADP
SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Hours on-site per week	Commission Reduction
16	Included with our offer
24	Included with offer
40	Included with offer

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 WITH THIS REQUIREMENT.

OUR MISSION:

We exist to SERVE and CONNECT to make our world safe.

The credo "To Serve and Protect" holds firm as a nationwide call to action for most civil and criminal justice agencies. It is at the center of what makes our world safe.

At Securus, we exist "**To Serve and Connect**" to make our world safe. Our vision is to equip every public safety, law enforcement and corrections agency throughout the world with Securus Technologies 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.

Our Presence

For nearly 30 years, corrections industry constituents—facilities, inmates, and the family and friends of inmates—have relied on Securus Technologies and our predecessor organizations for communication solutions designed to fulfill their specialized needs.

Securus Technologies, Inc., formerly Evercom Systems, Inc., was incorporated August 22, 1997 in the State of Delaware. Over the next several years after incorporation, the company acquired the assets of several other inmate telephone service providers, all of which had been in the inmate telephone service business between 5 to 12 years.

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

SECURUS
AT A GLANCE

29 years in business

More than **1,000** employees

Nearly **3,000** agencies and correctional facilities

1 MILLION inmate calls connected every day

99.9% network uptime

More than **200** patents issued and pending

98%+ customer retention rate

$670,000,000 investment in new technology over the past four years

detect a three-way call.

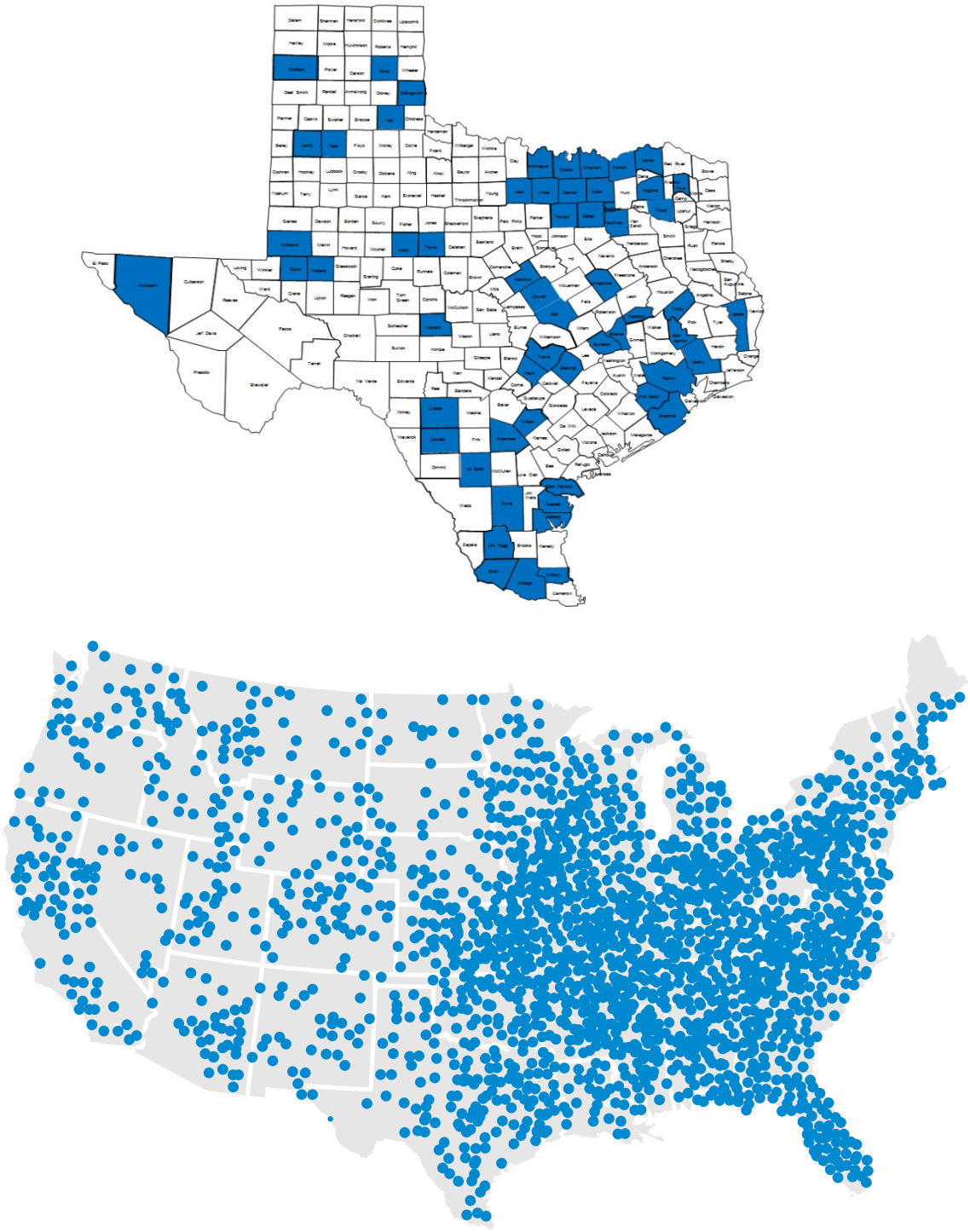
From its inception until July 1992, T-Netix was primarily engaged in designing, manufacturing, marketing, and servicing public payphones, including pay telephones for use in correctional facilities. In 1991, the company began to focus on providing specialized telecommunications services for the inmate calling market as the result of US Justice Department mandates to prevent inmates from committing massive credit card fraud from prisons.

In 2004, Securus Technologies, Inc. (now known as Securus Technologies Holdings, Inc.) was created as the parent company of Evercom Systems, Inc. (now known as Securus Technologies, Inc.) and T-Netix, Inc. The Securus product line comes from more than 25 years of hands-on teaming with correctional facilities. Our product offerings are a direct result of our commitment to technological excellence. The Securus goal of providing outstanding customer service to correctional institutions, inmates and friends and family members of inmates drives our commitment to service.

In 2009, Securus made a strategic move. Understanding how advanced technologies could radically change the civil and criminal justice industries, Securus executed a plan to leverage our technical expertise and expand our portfolio with complementary products and services that go beyond communications.

Today, we are the fastest growing provider in the industry because we offer compelling products and services. We continue to expand our reach while remaining focused on the civil and criminal justice industry.

Securus has the resources to install and operate large prison facility telecommunications systems. **Only Securus** provides services to four of the top five mega county facilities in the United States. We serve multiple DOCs and other very large facilities that house thousands of inmates, including Florida DOC; Louisiana DOC; New Mexico DOC; Missouri DOC; Illinois DOC; Kentucky DOC; Pennsylvania DOC; Connecticut DOC; New York City DOC; Boston, Massachusetts; Denver, Colorado; Dallas, Texas; Seattle, Washington; Phoenix, Arizona; Portland, Oregon; and Detroit, Michigan. We are uniquely equipped to handle any inmate population, and community population.



Locations served by Securus Technologies

More than 3,450 safety, law enforcement, and corrections agencies currently use Securus products. We are especially proud of our presence in Texas, where we currently partner with 76 correctional facilities.

Our Values

The culture of Securus focuses on people being innovative, exceptional, focused and trustworthy. In fact, the company specifically recruits for these key attributes. We believe that 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.

OUR VALUES

Creating a culture of trustworthy people who are focused on creating exceptional technological innovations.

What We Do

From public safety incident response to post-incarceration community supervision – and all points in between - Securus is uniquely equipped to provide a full spectrum of civil and criminal justice technology solutions.

PUBLIC SAFETY SOLUTIONS

Rapid response is imperative.

Systems that collect, consolidate, analyze, visualize and distribute critical information among multiple agencies, first responders, mobile public servants and/or the public.

INVESTIGATIVE SOLUTIONS

Digital evidence is everywhere.

Systems that merge big data, voice biometrics, and pattern identification, providing early detection and alerts for investigators, attorneys, courts and criminal justice systems.

CORRECTIONS SOLUTIONS

Technology eases operational burdens.

Systems that modernize the incarceration experience through jail management, communications, and inmate self-service to help inmates communicate with their family, friends, and corrections agencies run smoothly and reduce recidivism.

MONITORING SOLUTIONS

Community supervision reduces cost.

Systems that combine intuitive software, dependable hardware, and comprehensive support services to more effectively monitor and track offenders, increase compliance, reduce recidivism, and maintain public safety.

Connecting What Matters®

Securus provides leading edge civil and criminal justice technology solutions that improve public safety and modernize the incarceration experience. Thousands of public safety, criminal justice, and corrections agencies rely on Securus for secure, simple and powerful technology solutions, which are always accessible and easy to use.

Why Securus

As you review our proposal, you will see recurring themes that separate Securus from our competitors:

Experience

Only Securus provides services to four of the top five mega county facilities in the United States (many included in our references). We serve multiple DOCs, including the state of Illinois. We also serve other very large facilities that house thousands of inmates, including New York City DOC, Cook County, Illinois, and San Diego County, California.

Technology

Only Securus is a true technology company. We invest heavily in technology and lead the market in innovation. We have more patents than the rest of our industry combined. Likewise, our investment of $670M over the past four years is, by our estimate, more than 6x more than the total spent by all of our competitors over this period. We do this because we believe technology has — and will continue to — revolutionize the corrections experience creating safer facilities, reducing recidivism and increasing operational efficiencies.

Only Securus has the industry's most widely used, most flexible and dynamic call control platform. No other call control platform in the world has more features and investigative tools you can use to keep your community safe. No competitor comes close to the number of installations we manage of our Secure Call Platform. Our ability to share data with other agencies, both inside and outside of Illinois, is unsurpassed given the huge advantage we have over our competitors in geographic footprint.

Only Securus has the widest variety of corrections solutions that reduce operational 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

Only Securus has an extremely strong track record of retaining our customers, even though there any many choices

of available providers. We believe this is because we listen closely to, and continuously adapt to our customers' needs. We are proud of our existing track record with Fort Bend County.

Only Securus offers the widest array of programs to complete more calls than any other competitor in the industry. Your inmates' families and loved ones are also our customers. They often play a critical role in the rehabilitation of offenders 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.

Finally, Securus is proud to be **Sarbanes-Oxley Section 404 compliant** and **SOC-1** (formerly Statement on Auditing Standards No. 70 (SAS 70), Type II) certified. These widely-recognized distinctions confirm that the company has effective controls and safeguards in place to manage its financial matters. Unlike our competitors that do not provide transparency or vigor in their financial reporting, Fort Bend will get accurate and timely reporting and commission payments from Securus.

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 as Attachment B.

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 C.

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 D.

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 in-house 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.

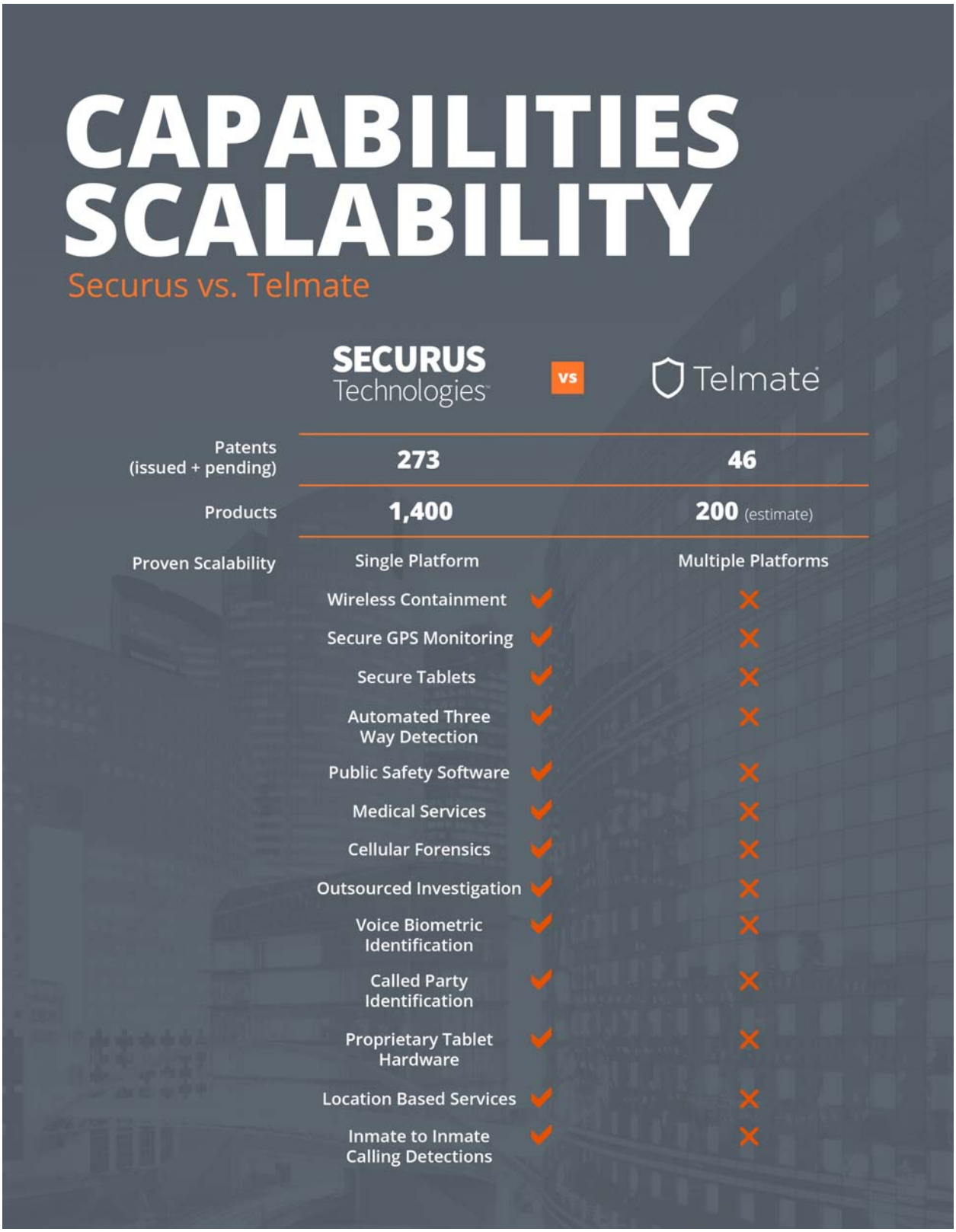
Securus Press Releases

EXPECTED MARKET RESULTS
Securus vs. GTL & Telmate
SECURUS Technologies
VS
GTL
Support
Single Platform
Multiple Platforms
Technology Development
Single Platform
Multiple Platforms
Performance & Reliability
Single Platform
Multiple Platforms
Focus
Customer Orientation
Internal Confusion
Reinvestment
$600M
$30M (estimate)
Reputation
Build & Support
Empty Promises
Growth Strategy
Win in Market
Acquire Competitor
Securus Wins vs. GTL & Telmate
Since 2013 Securus has won $96.2M from GTL/Telmate
Since 2013 GTL/Telmate has won $10.7M from Securus
Recent D.O.C. Wins/Losses
NY DOC Win
NY DOC Loss
MT DOC Loss

EXPERIENCE INTEGRITY SUPPORT

Securus vs. Telmate

	SECURUS Technologies	vs	Telmate
Years in Business	**30**		**10**
Background	Pioneer of Industry		Hotel/Motel
Associates	**1,465**		**50**
Field Based Associates	**260**		**10** (estimate)
Customer Service Associates	**270**		**10** (estimate)
Direct Bill Option for Customers?	Yes		No
Proactive and Accurate Information for Low Account Balances?	Yes		No
Customer Refunds?	No restrictions		Restrictions
Charge for Customer Refunds?	No		Yes
Timeliness of Customer Refunds?	**10-12** business days		Up to **6** to **10** weeks
Average Answer Times	**61** seconds		**253** seconds
Integrity and Ethics	Highest In the Industry		Violated MT laws, Uses contractors who steal, Thrown out of Utah County, Violates procurement rules, Web-site show they violate FCC rules
Company Name	Securus Technologies™		Telmate/Pinnacle/ Synergy/ Intelmate/ Talton


CAPABILITIES
SCALABILITY
Securus vs. Telmate
SECURUS Technologies
vs
Telmate
Patents (issued + pending)
273
46
Products
1,400
200 (estimate)
Proven Scalability
Single Platform
Multiple Platforms
Wireless Containment
Secure GPS Monitoring
Secure Tablets
Automated Three Way Detection
Public Safety Software
Medical Services
Cellular Forensics
Outsourced Investigation
Voice Biometric Identification
Called Party Identification
Proprietary Tablet Hardware
Location Based Services
Inmate to Inmate Calling Detections

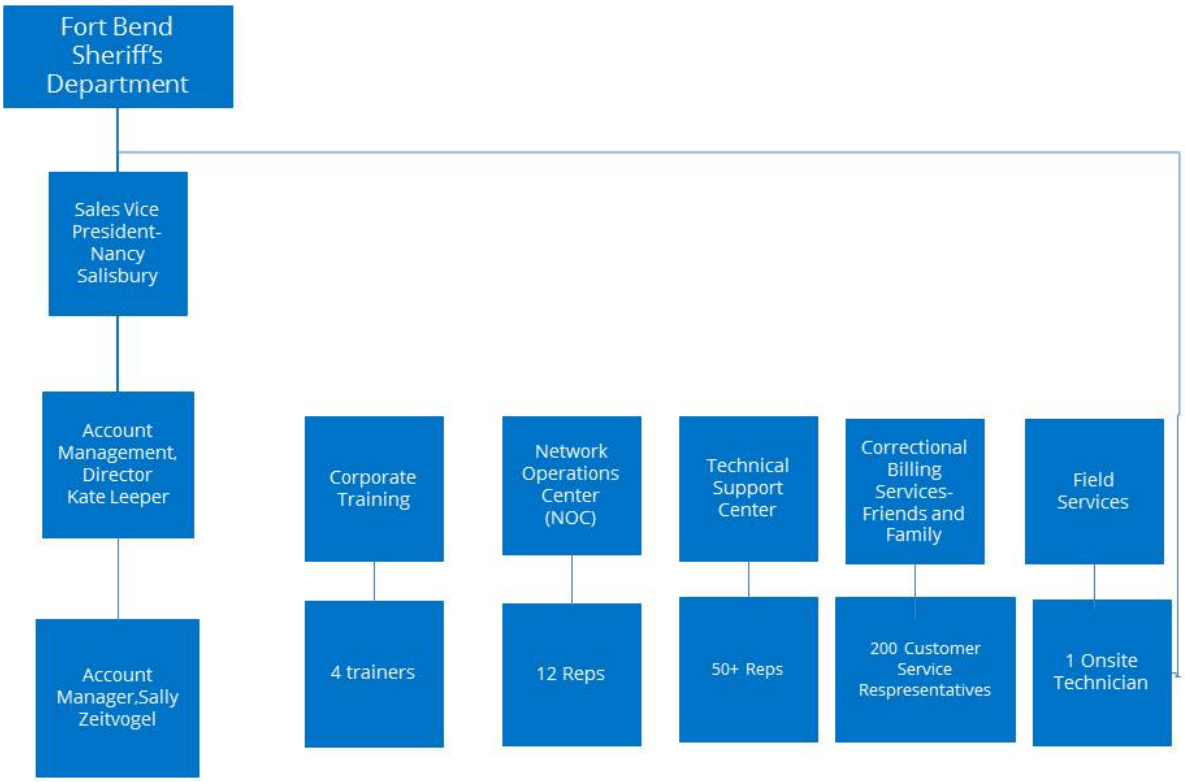
38.2 Proposed Organizational Charts and Staffing: Provide an organizational chart that describes the Respondent's overall organization. Describe management structure, sufficiency of resources and rationalization for allocation of resources.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

Securus understands the needs of our facility customers and the growing trends of the industry. We recognize the need to recruit the best people, meeting the geographical needs and skills requirements our customer's expect in a service provider, in addition to meeting the specific requirements of their job function. We expect more from our employees so we can provide more to our customers. The corporate structure is organized around meeting the customer's needs and industry trends, including:

- Providing an industry-leading centralized packet-based network platform
- Providing an in-depth product set to help with criminal investigations and prevention
- Developing leading technology, as evidenced by our patent portfolio
- Provide ongoing support to our facility customers through exceptional Sales, Field Services, Installation, and Technical Support teams
- Providing outstanding customer service to the end-users through our in-sourced customer call center, located in the Dallas metropolitan area.

The following figure represents the Fort Bend County project organizational chart, demonstrating Securus' resources devoted to supporting the County and its needs.



Securus' corporate structures and resources are organized around meeting these goals. For example, to support our industry-leading network platform, we reinvested $100+ million and applied 300,000+ man hours to developing this platform. It was necessary to allocate more resources to our IT department, including expanding the department to include Corporate Development, Network Operations, and Applications departments. These expanded departments help future-proof the call platform network by increasing our storage capacity, increasing network speed and reliability, and developing new technology.

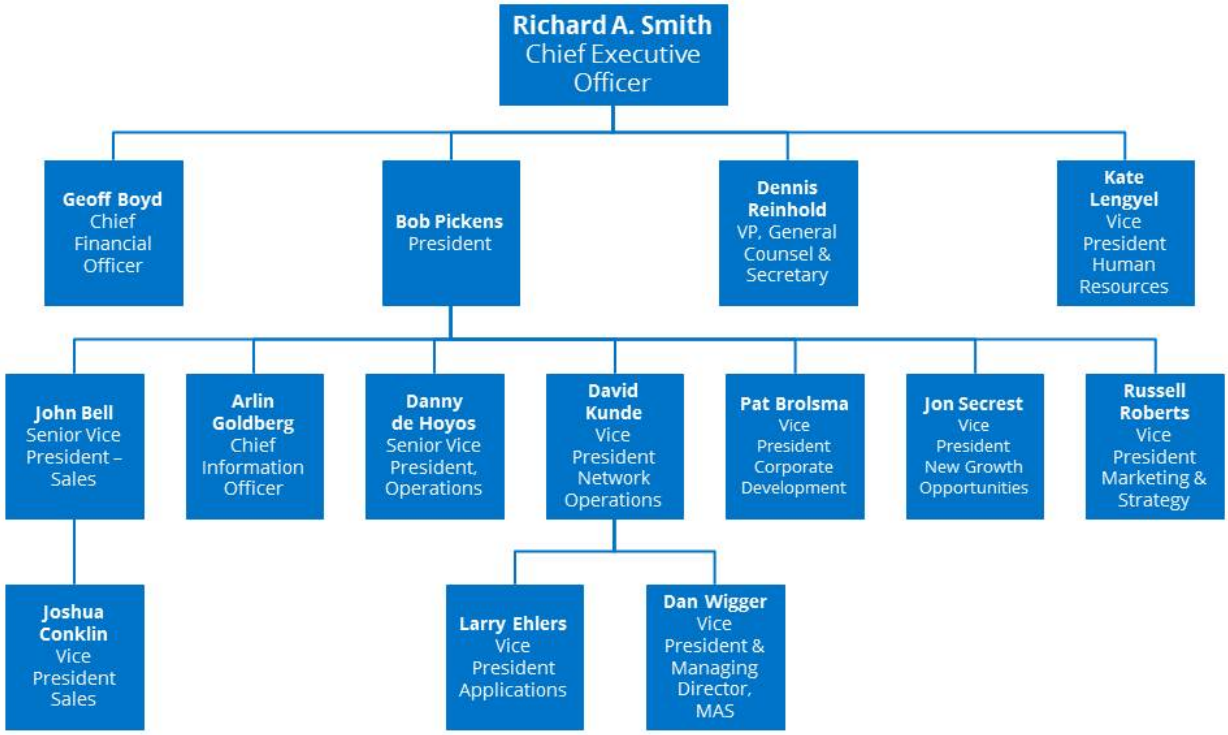
Organizing all of these supporting departments under our Chief Operating Officer ensures that Securus provides a cohesive, consistent experience to the facilities and end users.

Management Structure

Richard A. Smith serves as Securus' Chief Executive Officer. Mr. Smith and Securus' executives possess 190+ years of combined telecommunications and/or inmate telecommunications experience. Many members of the current executive team previously

ran a highly successful publicly traded competitive local exchange carrier called Eschelon Telecom, Inc. (NASDAQ: ESCH).

The following figure presents the Securus leadership organization structure.



Richard A. Smith, Chief Executive Officer

Richard (Rick) Smith is the Chief Executive Officer of Securus Technologies, Inc. with more than 40 years of communications experience. Since joining Securus in 2008, he has led a major reinvestment into the company and has established the SCP call management platform as number one in the industry. Before joining Securus, Mr. Smith was the Chief Executive Officer of Eschelon Telecom, Inc., a publicly traded (NASDAQ Exchange) $350 million revenue, 1,500 associate competitive local exchange carrier located in Minneapolis, Minnesota, where he grew revenue from approximately $30 million to $350 million and grew adjusted EBITDA to $80 million, a CAGR of 48 percent. His achievements at Eschelon led to a successful IPO in the summer of 2005. Before this, Mr. Smith held several positions in a variety of disciplines at Frontier Corporation including operations, finance, IT, and business development, among others. Mr. Smith holds a Bachelor of Science degree in

Electrical Engineering from State University of New York, Buffalo; a Masters of Mathematics degree from State University of New York, Brockport; and a Masters of Business Administration degree in the Executive Development Program from University of Rochester.

Robert E. Pickens, President

Robert (Bob) Pickens is the President of Securus Technologies, Inc. with more than 22 years of communications experience. He has responsibility for all corporate and field operating areas. Before joining Securus in September 2008, Mr. Pickens held multiple executive positions—including Chief Operating Officer—at Eschelon Telecom, Inc., a publicly traded (NASDAQ Exchange) $350 million revenue, 1,500 associate competitive local exchange carrier located in Minneapolis, Minnesota. Mr. Pickens holds a Bachelor of Science degree in Business Administration from the University of Minnesota's Carlson School of Management.

Geoffrey M. Boyd, Chief Financial Officer

Geoffrey (Geoff) Boyd is the Chief Financial Officer of Securus Technologies, Inc. with more than 21 years of communications experience. In this role, Mr. Boyd has oversight responsibility for all financial functions of the company. Before joining Securus in 2013, Mr. Boyd was Chief Financial Officer of Rational Energies, Inc., one of the first commercial producers of crude oil from waste plastic in the country. From 2000 to 2007, Mr. Boyd served as Chief Financial Officer of Eschelon Telecom, Inc. Before that, he served in a variety of executive roles at Dobson Communications Corporation, one of the largest rural cellular carriers in the United States. Mr. Boyd started his career in telecommunications and media finance at CoreStates Financial Corporation. He holds a Bachelor of Arts degree from Dartmouth College.

Patrick W. Brolsma, Vice President of Corporate Development

Patrick (Pat) Brolsma has more than 15 years of senior-level telecommunications experience and has served as Vice President of Corporate Development since joining Securus in November 2008. Before Securus, he spent eight years with Eschelon, where he held leadership positions in operations, marketing, and mergers and acquisitions. Before Eschelon, Mr. Brolsma held various management positions at U.S. West, Inc. (Qwest), Sprint Communications, and Unisys. Mr. Brolsma has a Bachelor of Science degree in Computer Science and Marketing from Minnesota State University in Mankato, Minnesota.

John Bell, Senior Vice President of Sales

John Bell joined Securus Technologies effective December 30, 2015, as the Senior Vice President of Sales. Mr. Bell has a career of transforming organizational culture and

performance into exceptional performance, exceptional growth, and developing exceptional sales leaders – an outstanding 35 year career that is the foundation of his professional portfolio. Part of that career was at IBM, the cream of the crop of high-tech/high integrity/premier sales business processes and people development companies. Mr. Bell graduated from Holy Cross with additional postgraduate work at the Wharton School of Business and the Kellogg School of Management. His professional career includes work at IBM, Verizon, AT&T, NTT Verio, and Time Warner Cable. Mr. Bell assumes responsibility for Securus' 100-person sales team that includes 60 feet on the street, quota-carrying sales associates.

Joshua E. Conklin, Vice President of Sales

Joshua (Josh) Conklin is Vice President of Sales at Securus Technologies, Inc. with more than 13 years of communications experience. In this role, Mr. Conklin has responsibility for all sales and contract retention activities. Before joining Securus, Mr. Conklin served as Senior Vice President and General Manager of California and Nevada for Integra Telecom, a privately owned, facilities-based, integrated communications carrier and equipment provider headquartered in Portland, Oregon. Before this, Mr. Conklin served with Eschelon Telecom, Inc. as Senior Director of Network Sales for Colorado, Minnesota, and Utah, where he was responsible for new acquisition sales in more than 40 percent of Eschelon's network footprint. Mr. Conklin also held several other sales roles within Eschelon including Sales Director, Sales Manager, and Sales Training Manager over his 10-year career with Eschelon. Mr. Conklin holds a Bachelor of Business Administration degree from West Texas A&M University.

Larry V. Ehlers, Vice President of Applications

Larry Ehlers has served as Securus' Vice President of Applications since January 2009, having served as Vice President of OSS & Applications at Eschelon from 2005 through 2008. He also served as Vice President of Corporate Systems at Advanced Telecom from 2000 through 2005 Before its acquisition by Eschelon. Earlier in his career, Mr. Ehlers was the Director of Information Technology and Operations at Quintessent Communications, was a consultant with Network Designs Corporation, and served in a variety of information technology roles within the manufacturing industry. Mr. Ehlers received his Bachelor of Science degree from Iowa State University and holds multiple information technology certifications.

Arlin B. Goldberg, Chief Information Officer

Arlin Goldberg has served as Chief Information Officer since September 2008. He has more than 35 years of telecommunications industry experience. Previously, Mr. Goldberg served as the Executive Vice President of Information Technology for Eschelon from October 1996

until July 2007. He also previously served as Director of Information Services at Frontier Corporation, as Director of Information Services for Enhanced TeleManagement, Inc., and in a variety of roles at Norstan Communications Systems, Inc. Mr. Goldberg received his Bachelor of Science in Business degree in Accounting from the Carlson School of Management at the University of Minnesota.

Danny de Hoyos, Vice President of Service and Technical Operations

Danny de Hoyos is Vice President of Service and Technical Operations at Securus Technologies, Inc. In this role, Mr. de Hoyos has responsibility for leading customer satisfaction, quality, and training; customer service; field operations; installations and operations; reporting operations and analysis; and technical support. Mr. de Hoyos previously served as Director of Customer Operations for Medica located in Minneapolis, Minnesota. Before this, Mr. de Hoyos served as Vice President of Customer Service and Service Delivery at Eschelon Telecom, Inc., a publicly traded (NASDAQ Exchange), $350 million revenue, 1,500 associate competitive local exchange carrier located in Minneapolis, Minnesota. Before joining Eschelon, Mr. de Hoyos was Director of Support Services for One World Online in Provo, Utah, and also held leadership roles in customer operations and call center management for other technology companies such as Big Planet and Marketing Ally. Mr. de Hoyos holds a Bachelor of Science degree from Brigham Young University in Provo, Utah.

David A. Kunde, Vice President of Network Operations

David (Dave) Kunde has served as Vice President of Network Operations since August 2011. Mr. Kunde has more than 26 years of telecommunications industry experience. Mr. Kunde has senior-level experience in building and managing national networks and has developed and launched highly successful services such as IPTV television during his career. Before joining Securus, Mr. Kunde was the COO for North American Operations for ACN, Inc., where he was responsible for information technology, human resources, accounting/finance, call center, provisioning, operations and engineering, legal, and business development functions in both the U.S. and Canada. Mr. Kunde previously served as SVP and GM of the Integra Telecom ILEC division, where he successfully launched IPTV. He also served as EVP of Network Operations and Engineering at Eschelon from 1999 through 2007. Mr. Kunde earned his Bachelor of Arts degree in Physics from Wittenberg University and received a Masters of Business Administration degree from the University of Rochester's Simon School.

Kathryn S. Lengyel, Vice President of Human Resources

Kathryn (Kate) Lengyel has served as Vice President of Human Resources since July 2007. Before joining Securus, she held the position of Vice President of Human Resources at

Excel Telecommunications, where she was an integral part of the acquisition of Vartec Telecom. Ms. Lengyel also served in a variety of HR capacities including the Director of Human Resources at Stone Holdings, Inc. and its subsidiaries, from November 1991 until 2005. Throughout her career, she has created a successful track record of employee initiatives, leadership, and organizational change management and has developed diverse human resources experience in startups, growth, and mergers and acquisitions situations. Ms. Lengyel holds both a Bachelor of Science degree in Human Development and a Master of Education degree in Human Resource Development from Vanderbilt University.

Dennis J. Reinhold, Vice President, General Counsel and Secretary

Dennis Reinhold has served as Vice President, General Counsel and Secretary of Securus since August 2005. He previously served as the Associate General Counsel of SOURCECORP, Inc. (public until late 2005; NASDAQ: SCRCP) a company with approximately 7,000 employees worldwide that specialized in business process outsourcing of critical data and documents. Before SOURCECORP, he served as Division General Counsel/Director of International Legal Affairs and Assistant Secretary of AAF McQuay, Inc. Mr. Reinhold has more than 25 years of legal experience, both in law firms and in-house positions, with an emphasis practicing in the areas of corporate and international law. Mr. Reinhold earned a Juris Doctor degree from St. Louis University School of Law, a Bachelor of Science degree in Marketing and Business Administration from the University of Illinois, and he completed the Advanced Management Program at The Wharton School, University of Pennsylvania. Mr. Reinhold was one of 20 finalists in the 2006 Dallas Business Journal's Best Corporate Counsel Awards, and in 2006, he was awarded a National Leadership Award by the National Republican Congressional Committee. Mr. Reinhold is the sole inventor on U.S. Patent No. 7,494,061 (granted on February 24, 2009). Mr. Reinhold has also served on numerous civic organizations, including the Board of Directors for the Louisville Ballet, Company Chairman for the Juvenile Diabetes Foundation, and Habitat for Humanity.

Jonathan Secrest, Vice President, New Growth Opportunities

Jonathan (Jon) Secrest is Vice President of New Growth Opportunities responsible for driving organic and inorganic growth and developing programs to leverage the broad capabilities of acquired companies. Mr. Secrest joined Securus in February, 2015 with more than 20 years of successfully driving growth in senior-level marketing and operational positions in the communications and manufacturing industries. Before joining Securus, Mr. Secrest was Chief Marketing Officer of ADC, a $1.5 billion, a global manufacturer of telecommunications network infrastructure equipment and then Chief Marketing Officer the Enterprise Networks Division after TE Connectivity acquired ADC. Before ADC, Mr. Secrest was Vice President, Marketing of Eschelon Telecom and Vice President of Operations for Inacom Professional Services Minnesota District. Mr. Secrest holds bachelor's degrees in both Business and Economics from Augsburg College in Minneapolis,

Minnesota and post-graduate Certificate in Information Technology, also from Augsburg. Mr. Secrest holds board seats on several non-profit organizations and was Board Vice-Chairman for The Family Partnership, a $10 million human services organization from 2012-2014.

Daniel Wigger, Vice President and Managing Director, Wireless Containment Solutions

Daniel Wigger has served as Vice President and Managing Director of our Wireless Containment Solutions group since March, 2015. Mr. Wigger has more than 25 year's professional experience in the communications services provider industry. Before joining Securus, Mr. Wigger held Senior Leadership positions at Integra Telecom including performing as the Senior Executive in charge of Operations, where he led all Operations teams across 11 Western US States. At Integra, he was also Senior Vice President and General Manager of the $100 million Minnesota/North Dakota division. Before Integra, he held a wide variety of senior engineering and operations leadership positions at Eschelon Telecom, Advanced TelCom Group, and Brooks Fiber. Early in his career, Mr. Wigger was part of the Accelerated Management Program at Pacific Bell/SBC Communications and held assignments in Finance, Marketing, Engineering, and Operations. Mr. Wigger holds a Bachelor of Science degree in Business Administration from Fresno State University, California.

Russell Roberts, Vice President of Marketing and Strategy

Russell Roberts is Vice President of Marketing and Strategy. He oversees Product Management, Customer Training, Marketing Strategies, and RFP teams. In this role, Mr. Roberts has the responsibility of Product Engagement and Marketing Strategies for all Securus Products.

Information Technology (IT) Departments

In 2011, we added 30 associates to the IT Departments. This was executed with the explicit intent on separating duties to dedicate resources to specific areas of operations within the IT Departments. Specifically, resources were added to the Network Engineering Team to ensure there are resources dedicated to customer facing network operations separate from resources dedicated to internal networking operations. This ensures that adequate resources are dedicated to customer-facing projects to implement new features and functionality on the platform, work trouble tickets, and build greater platform stability, while at the same time allowing for internal back office project development and support. Last, we added system engineers and help desk personnel to the back office so that engineers and support personnel do not need to be pulled into internal associate-facing

issues and projects, allowing the platform IT personnel to provide solutions and stability to customers.

Service and Operations

In-Sourced Customer Call Center

Securus' strategic decision to move away from outsourcing call center functions offshore and create a 200-seat in-sourced call center, located in Texas, has significantly improved customer service levels. The state-of-the-art center provides 24x7x365 service. ***Our goal is to provide not only the most efficient call center in the industry but also a world class call center that is unrivaled in any industry, worldwide.***

Securus invested $2+ million implementing the latest call center equipment, applications, and training necessary to provide fast response times and one-call resolution to customers. These investments allow the company to operate the largest and most-advanced call center dedicated to serving the needs of friends and family members of inmates in the country. ***The investments we made impacted our customers in positive and meaningful ways, providing more services and faster response times.***

Field Services Organization

The onsite technicians for Fort Bend County will receive the same training our existing FSTs do so that they can understand our systems and the specialized industry we serve. Securus will provide the County's existing onsite technicians with first right of refusal, if the County desires.

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 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 WITH THIS REQUIREMENT.

The key personnel assigned to the Fort Bend County program are:

Sally Zeitvogel, Senior Account Manager

Kate Leeper, Director, Account Management

Nancy Salisbury, Vice President, Account Management

Jon Mannewitz, Director, Installation

Stephon Wolfe, Implementation Project Manager

Chris Sheil. Manager, Client Management

Brian Owens, Regional Field Service Manager

Letecia Garcia, Field Service Technician

Please see Attachment E for resumes of the key personnel listed above for Fort Bend County project team.

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 WITH THIS REQUIREMENT.

Securus is not aware of an investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

Please refer to Attachment F 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.**

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 WITH THIS REQUIREMENT.

Securus has included its Audited Financial Statements for the last 3 years in Attachment G.

39.0 COMPANY BACKGROUND

39.1 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 WITH THIS REQUIREMENT.

Securus will be pleased to demonstrate our proposed Solutions to the County.

As your current provider of Inmate Communication Services, Securus Technologies is proud of our 4 year association with Fort Bend County. We believe our longtime partnership has proven we bring technology capabilities that set Securus Technologies apart from any other vendor. We have worked closely with Fort Bend County to deploy new and existing technologies to meet the needs of the county and its constituents; and will continue to do so.

We know this RFP is about the future and choosing a supplier that will meet your needs over the next 4 years. We believe our track record and our response to this RFP demonstrate that we will continue to bring value to the partnership going forward.

Our knowledge of your needs gained from working together for over past 4 years benefits Fort Bend County in an unparalleled manner. With our experience in working together, we understand your operation. 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.

TAB 5 - VALUE ADDED FEATURES AND SERVICES

39.2 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 WITH THIS REQUIREMENT.

Securus has included below a list of additional value added features or services that may benefit Fort Bend County. These are categorized as "Cost to County"

Exclusive Securus Technology Options

Aside from the requirements set forth in the RFP, Securus is proud to also offer other products and services that were not in the RFP and that no other vendor can provide. Thru our own development or thru acquisitions we have made, the following products are also available to Fort Bend County. If the County is interested in these products, Securus will provide cost.

Cost to County:

Guarded Exchange (Phone Monitoring services)

Satellite Tracking of People (STOP)

National Cell Phone Forensics

Securus Outbound Voicemail (Securus is the **only** provider in corrections to offer outbound voicemail. Outbound Voicemail is completely unique and allows an inmate to leave a voice message for the called party in the event the call goes unanswered.

Televisit: is a FDA certified and HIPAA compliant telemedicine platform that allows facilities to rapidly begin experiencing the advantages of telemedicine.

Securus EHR: a HIPAA compliant cloud-based Electronic Health Record solution that provides the speed, functionality, and security required by corrections.

Digital Post Office: Securus' Digital Post Office dramatically reduces contraband entering through traditional postal mail by scanning and electronically delivering mail to SecureView tablets and ConnectUs inmate terminals. Covert Alerts can also be established to automatically text or email investigators upon receipt and upload of mail for a particular inmate.

No Cost to County:

Exclusive: Correctional Officer Memorial Fund - We are very proud to be the first vendor in our industry to launch our own program to assist correctional officer's families in the time of need. The fund provides financial assistance to families of those corrections officers who lose their lives in the line of duty.

Technology Center: Securus offers the state of the art Technology Center to Fort Bend County for the purpose of hosting events, training seminars free of charge.

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 WITH THIS REQUIREMENT.

Securus will provide any needed replacement equipment if necessary.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

System acceptance will be determined by a consecutive thirty(30) day period during which the system must function "error free". Securus will work with the County to determine the actual definition of "error free" operation.

During the Project Closure Phase, the Securus Project Management Team will work with Fort Bend County to ensures there are no outstanding action items or deliverables. Securus reviews the full implementation project with the Fort Bend County team to obtain final acceptance.

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

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 WITH THIS REQUIREMENT.

Please refer to Attachment H.

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 WITH THIS REQUIREMENT.

TAB 7 - REQUIRED/MANDATORY FORMS

46.0 REQUIRED FORMS:

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

37.1 Vendor Form

37.2 W9 Form

37.3 Tax Form/Debt/Residence Certification

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

VENDOR FORM

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name	Securus Technologies, Inc.
Federal ID # or S.S. #	75-2722144
Type of Business	☑ Corporation/LLC ☐ Sole Proprietor/Individual ☐ Partnership ☐ Tax Exempt Organization
Remittance Address	4000 International Parkway
City/State/Zip	Carrollton, TX 75007
Physical Address	4000 International Parkway
City/State/Zip	Carrollton, TX 75007
Phone/Fax Number	Phone: 972-277-0300 Fax: 972-277-0514
Contact Person	Robert E. Pickens
E-mail	bpickens@securustechnologies.com
Check all that apply to the company listed above and provide certification number.	☐ DBE-Disadvantaged Business Enterprise Certification # _____ ☐ SBE-Small Business Enterprise Certification # _____ ☐ HUB –Texas Historically Underutilized Business Certification # _____ ☐ WBE-Women's Business Enterprise Certification # _____
Company's gross annual receipts	☐ <$500,000 ☐ $500,000-$4,999,999 ☐ $5,000,000-$16,999,999 ☐ $17,000,000-$22,399,999 ☑ >$22,400,000
NAICs codes (Please enter all that apply).	517911
Signature of Authorized Representative	
Printed Name	Robert E. Pickens
Title	President
Date	October 17, 2017

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.

W9 FORM

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Securus Technologies, Inc

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 or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4000 International Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Carrollton, TX 75007

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 5 - 2 7 2 2 1 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Mary Clem Date ▶ 3/21/17

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.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

TAX FORM/DEBT/RESIDENCE CERTIFICATION

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 75-2722144

Company Name submitting Bid/Proposal: Securus Technologies, Inc.

Mailing Address: 4000 International Parkway, Carrollton, TX 75007

Are you registered to do business in the State of Texas? ✓ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business
N/A

I. **Property**: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
N/A	N/A

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ✓ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that Securus Technologies, Inc. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Created 05/12

FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-269391

Date Filed:
10/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies, Inc.
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 18-021
Inmate Telephone Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Smith, Rick	Carrollton, TX United States	X	
Pickens, Robert	Carrollton, TX United States	X	
Boyd, Geoff	Carrollton, TX United States	X	
Reinhold, Dennis	Carrollton, TX United States	X	
Pan, Bob	Boston, MA United States	X	
Kanji, Arza	Boston, MA United States	X	
Brucato, CJ	Boston, MA United States	X	
Securus Technologies Holdings, Inc.	Carrollton, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

CINDY A. CAREY
My Notary ID # 2222062
Expires September 7, 2021

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Pickens, this the 9th day of October, 20 17, to certify which, witness my hand and seal of office.

Cindy A. Carey — CINDY A. CAREY — NOTARY PUBLIC

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

Forms provided by Texas Ethics Commission — www.ethics.state.tx.us — Version V1.0.3337

CINDY A. CAREY
My Notary ID # 2222062
Expires September 7, 2021

CONTRACTOR ACKNOWLEDGEMENT OF STORMWATER MANAGEMENT PROGRAM

Mandatory Form

Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Securus Technologies, Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

October 17, 2017

Date

Robert E. Pickens

Printed Name

President

Title

ATTACHMENTS

Attachment A:

Securus Sample SCP Reports

Attachment B:

Public Utility Commission of Texas Certificate

Attachment C:

Texas Secretary of State Certificate

Attachment D:

FCC Registration Number

Attachment E:

Securus' Staff Resumes

Attachment F:

Securus' List of Similar Government Contracts

Attachment G

Securus' Financial Statements

Attachment H:

Sample Implementation Plan

Attachment I:

Securus' Certificate of Insurance

Attachment J

RFP General Information / Instructions

ATTACHMENT A - SECURUS SAMPLE SCP REPORTS

Secure Call Platform
User Interface Sample Reports

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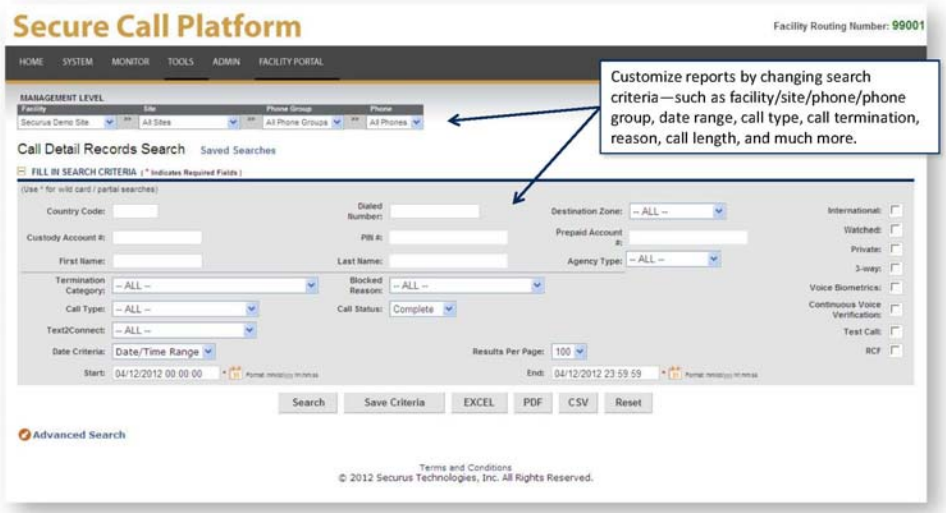
Selected Sample SCP Reports

- Call Detail Search Screen
- Call Detail Results Screen
- Three Way Call Detection Report
- Call Frequency Report
- Custody Account Call Usage Report
- Call Tracker Report
- Hourly Usage
- Covert Alert Report
- Officer Check In Report
- PAN Frequency and Detail Report
- PAN Management Report
- SCP Debit Report
- Voice Biometric Status Report
- Voice Biometrics Frequency of Failure Report
- Crime Tip Report
- Informant Line Report
- Emergency Call Report
- Word Spotting Search Report
- Comprehensive System Change Log
- Management Change Log
- Custody Account Change Log
- PAN Entry Change Log
- Phone Number Change Log
- User Management Change Log
- Security Template Change Log
- System Access Report
- Recording Log
- Scan Patrol Log

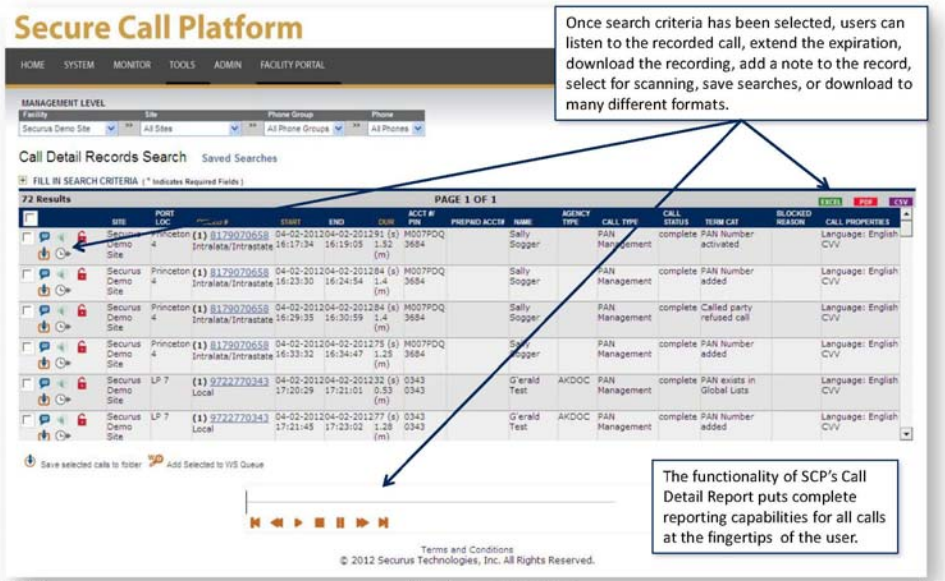
Sample Call Detail Search Criteria Screen

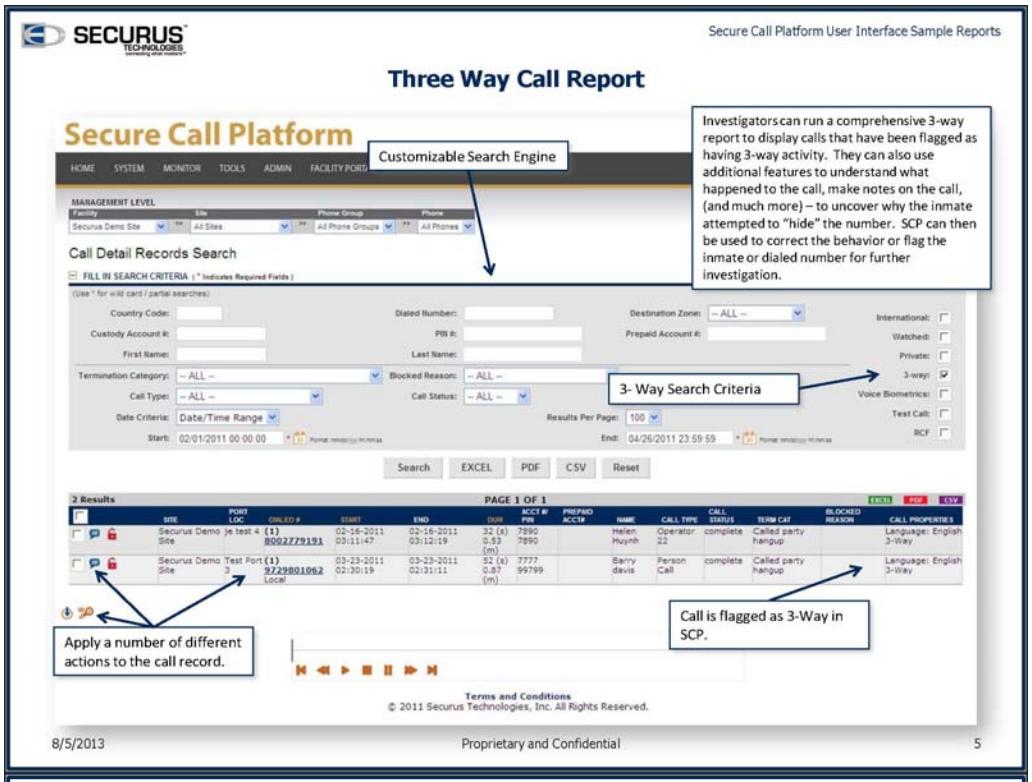
Call Detail Report (CDR) – provides users with an intuitive and user friendly report that enables them to view or search on virtually anything related to an inmate call. SCP's Call Detail Report provides industry leading investigative, fraud prevention, and administrative capabilities to all approved users from anytime, anywhere.

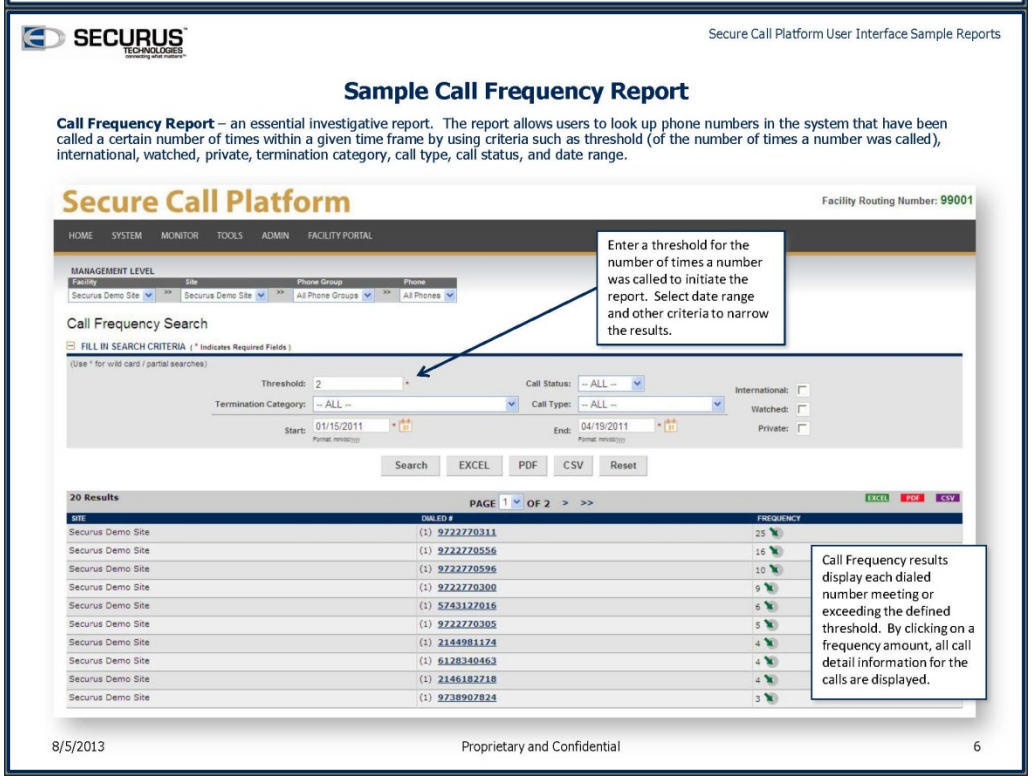


Sample Call Detail Results Screen

Call Detail Result Screen – once criteria has been selected and a user selects the "search" button, CDR results are displayed. From these results, users can select a record, playback recorded calls, add a note, access audit logs for the record(s), save the record(s) to another medium, and much more.

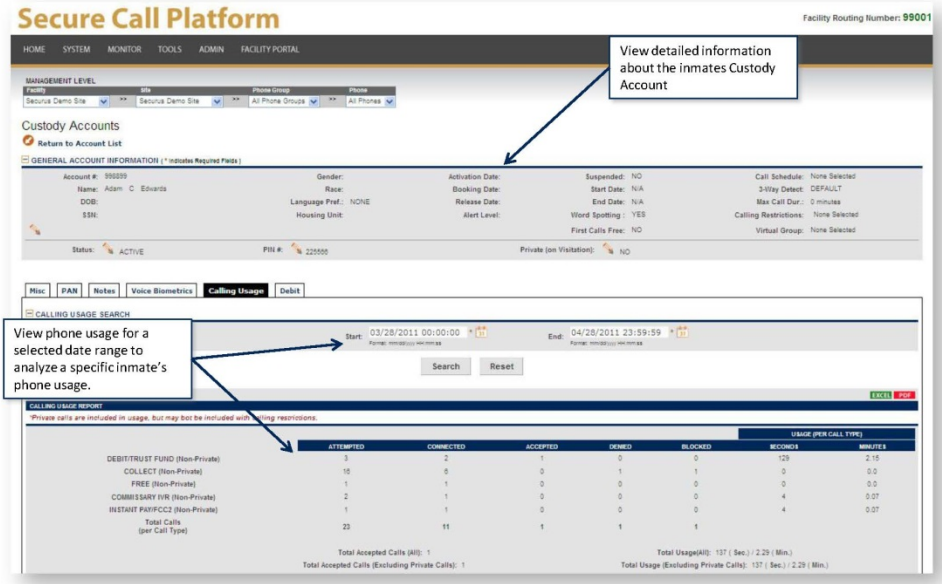



SECURUS TECHNOLOGIES
Secure Call Platform User Interface Sample Reports
Three Way Call Report
Secure Call Platform
Customizable Search Engine
Investigators can run a comprehensive 3-way report to display calls that have been flagged as having 3-way activity. They can also use additional features to understand what happened to the call, make notes on the call, (and much more) – to uncover why the inmate attempted to "hide" the number. SCP can then be used to correct the behavior or flag the inmate or dialed number for further investigation.
Call Detail Records Search
3- Way Search Criteria
Search
EXCEL
PDF
CSV
Reset
Apply a number of different actions to the call record.
Call is flagged as 3-Way in SCP.
Terms and Conditions
© 2011 Securus Technologies, Inc. All Rights Reserved.
8/5/2013
Proprietary and Confidential
5


SECURUS TECHNOLOGIES
Secure Call Platform User Interface Sample Reports
Sample Call Frequency Report
Call Frequency Report – an essential investigative report. The report allows users to look up phone numbers in the system that have been called a certain number of times within a given time frame by using criteria such as threshold (of the number of times a number was called), international, watched, private, termination category, call type, call status, and date range.
Secure Call Platform
Facility Routing Number: 99001
Enter a threshold for the number of times a number was called to initiate the report. Select date range and other criteria to narrow the results.
Call Frequency Search
Search
EXCEL
PDF
CSV
Reset
Call Frequency results display each dialed number meeting or exceeding the defined threshold. By clicking on a frequency amount, all call detail information for the calls are displayed.
8/5/2013
Proprietary and Confidential
6

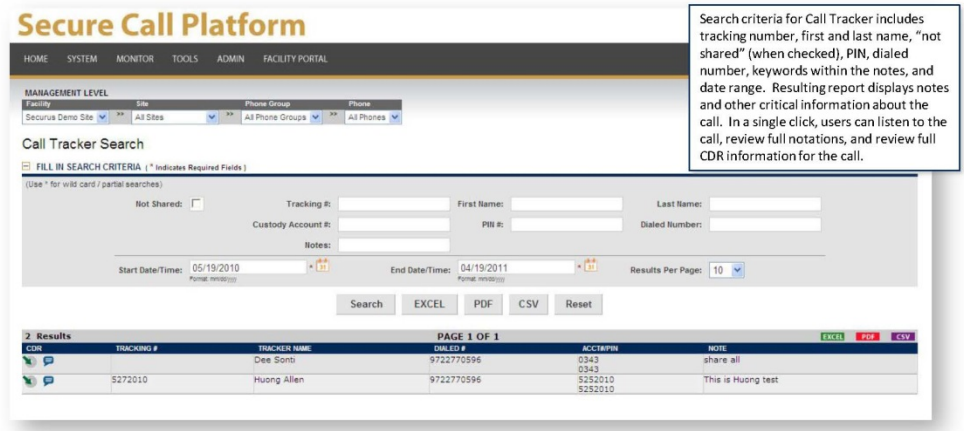
Sample Custody Account Call Usage Report

Custody Account Call Usage Report – allows users to view how much time an inmate spends on the phone for a selected period and whether or not they speak to the called party – right from an inmate's Custody Account record. If required, full call detail reports are also available by entering an inmate's name, PIN, or custody account number in the Call Detail Report.

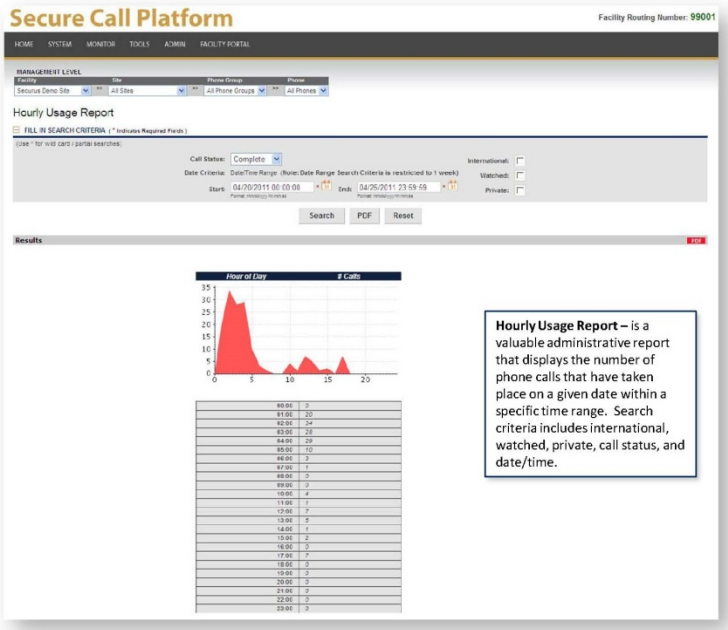


Sample Call Tracker Report

Call Tracker Report – an investigative report that allows users to track CDR notes (notes made by themselves of other investigators for a specific inmate call). Users can also export the report results to Excel PDF, and CSV file formats.



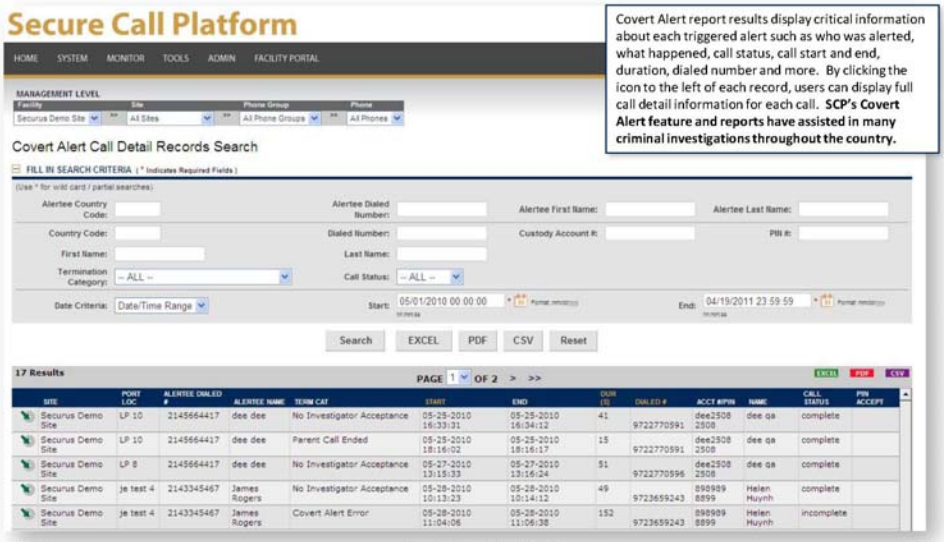
Sample Hourly Usage Report



Hourly Usage Report – is a valuable administrative report that displays the number of phone calls that have taken place on a given date within a specific time range. Search criteria includes international, watched, private, call status, and date/time.

Sample Covert Alert CDR Report

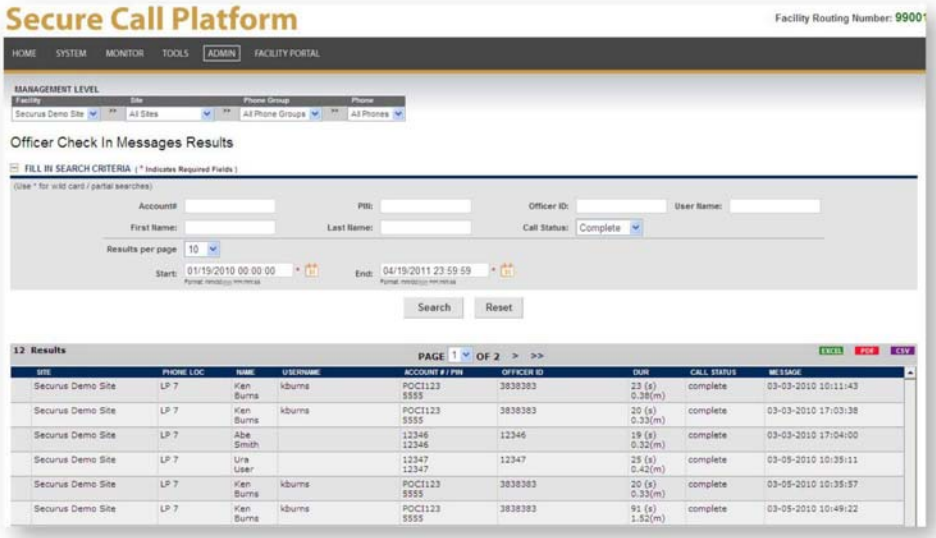
SCP's Covert Alert Feature - is a sophisticated investigative tool providing a live, call-forwarding feature for dialed numbers, phones, or PINs that are under surveillance by an investigative unit. This feature enables authorized personnel to monitor a call—undetected—from any designated location while the call is in progress and even "barge into" the call if necessary. **Covert Alert Report -** shows investigators the triggered Covert Alerts by useful criteria such as date/time, PIN, Alertee name/number, inmate name, dialed number, call status, and termination category. Reports can be exported into Excel, PDV, and CSV formats.



Covert Alert report results display critical information about each triggered alert such as who was alerted, what happened, call status, call start and end, duration, dialed number and more. By clicking the icon to the left of each record, users can display full call detail information for each call. **SCP's Covert Alert feature and reports have assisted in many criminal investigations throughout the country.**

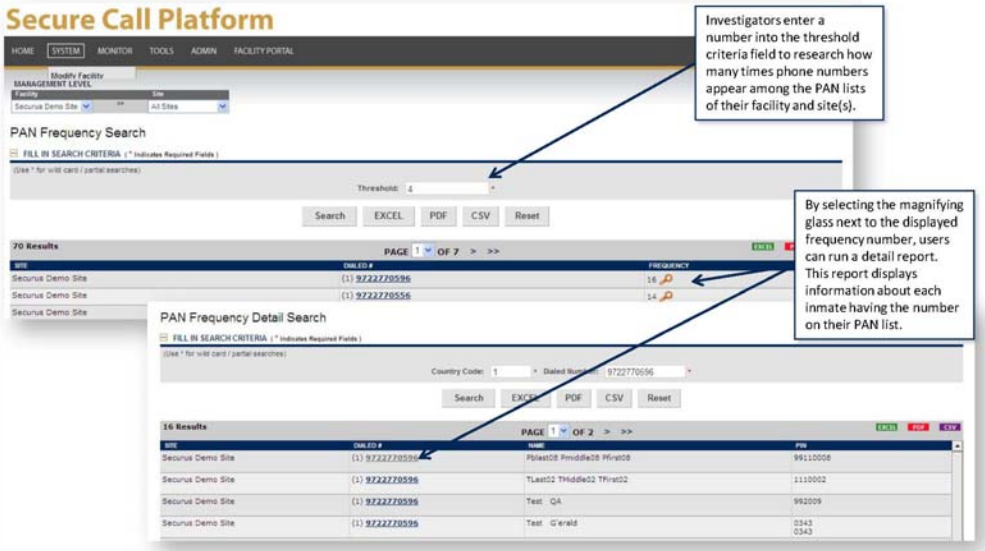
Sample Officer Check-In Report

Officer Check-In Report – is a valuable administrative report showing users when officers have "checked-in" at different phones and select and listen to any messages they have left.



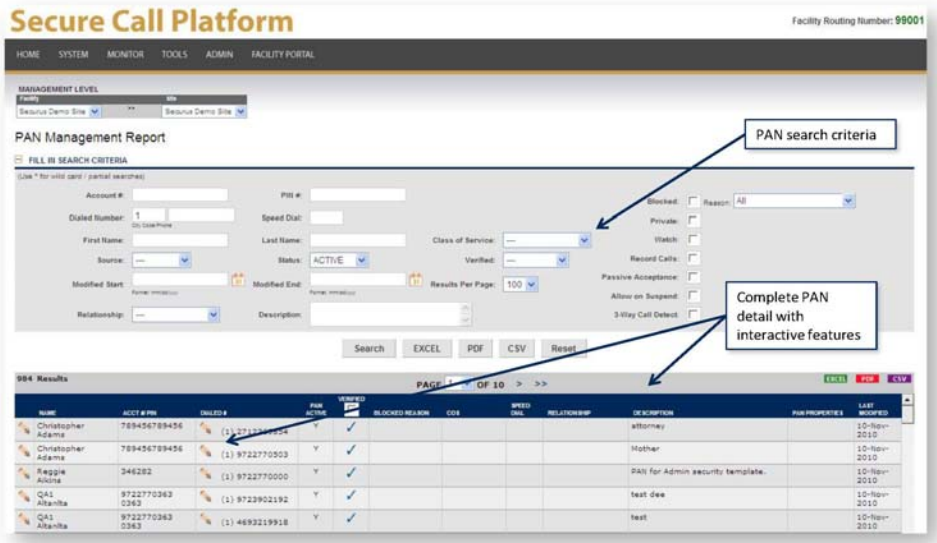
Sample Personal Allowed Number (PAN) Frequency Report

Personal Allowed Number (PAN) Frequency Report – allows investigators to research multiple occurrences of phone numbers among PAN lists. Users have the ability to enter threshold numbers to define search criteria. For example, a threshold of "four" will show phone numbers that appears in PAN lists more than four times.



Sample PAN Management Report

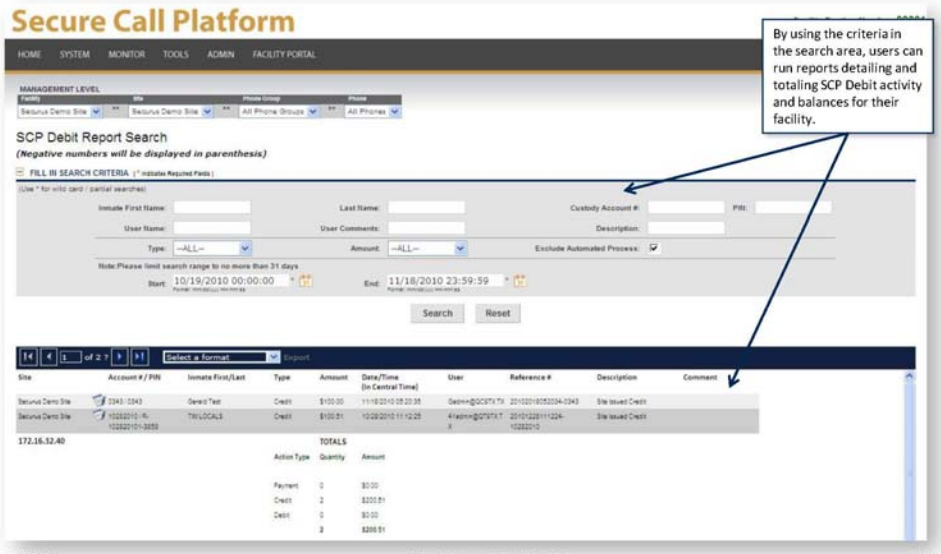
PAN Management Report - interactive report providing a dashboard view of all PAN entries in the system. If a PAN entry is entered through the Inmate Managed PAN System, it is indicated on this report. Users can select from over twenty criteria to produce reports with multiple data points. All reports are exportable to Excel, CSV, and PDF.



Sample SCP Debit Report

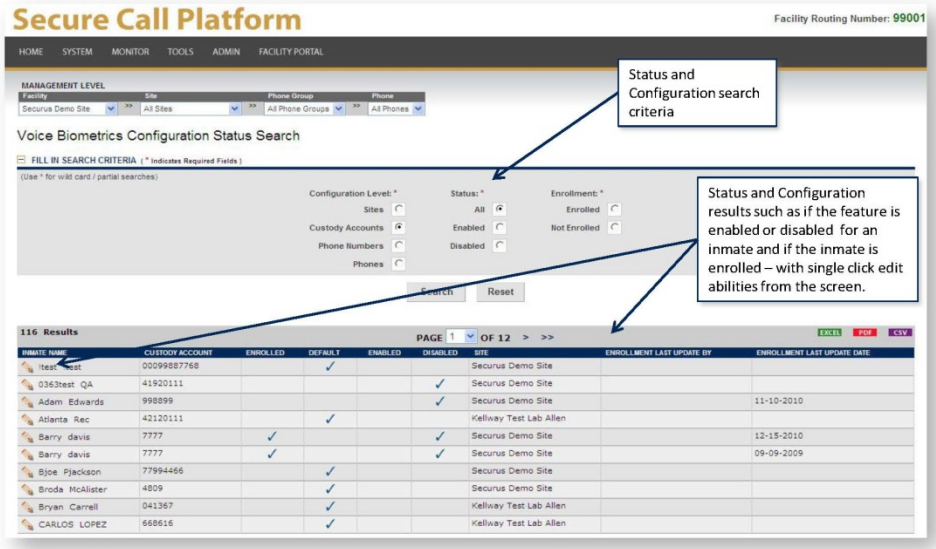
SCP Debit Report – is a valuable administrative report allowing users to:

- Query Inmate Debit/Prepaid call detail records (CDRs) by the user-specified criteria.
- View all debits and credits that occurred during a specific time period for an individual inmate - for all inmates within a facility or for all facilities.



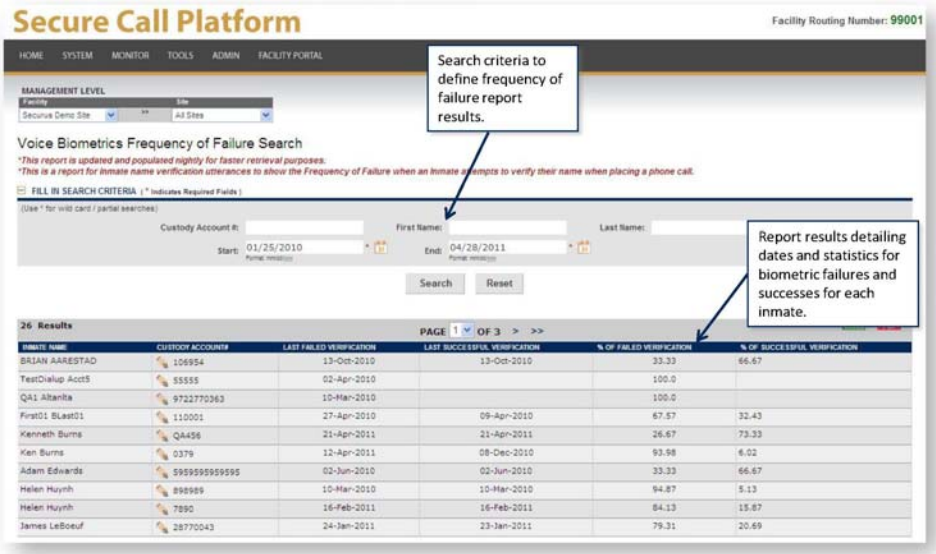
Sample Voice Biometrics Status Report

Voice Biometrics Status Report– Allows users to see the status and configuration settings for each site, custody account, phone number, phone group, and phone. This report also shows changes to an inmate's account to assist administrators and investigators track user accountability.



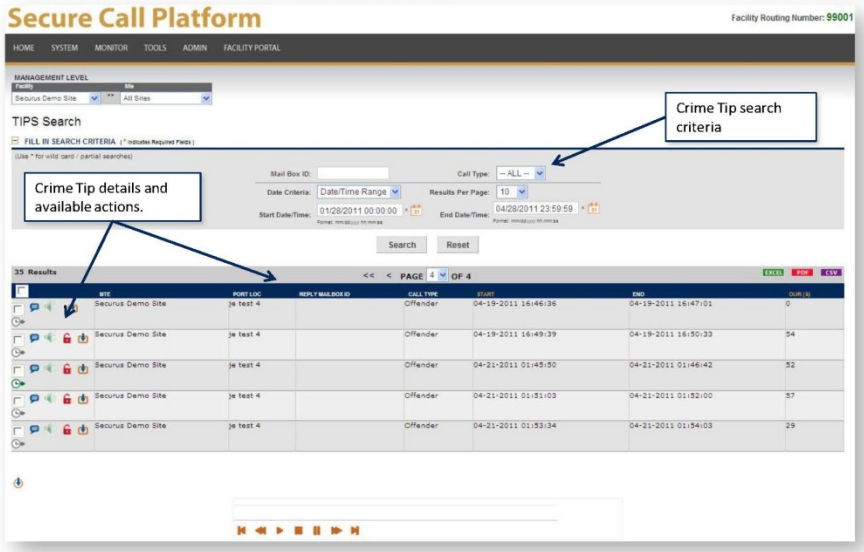
Sample Voice Biometrics Frequency of Failure Report

Voice Biometrics Frequency of Failure Report – an administrative and investigative report that allows users to see which inmates have failed Voice Biometrics verification attempts. Users may also see what percentage of inmates are passing or failing. Search criteria includes key information such as custody account, first and last name, and date range.



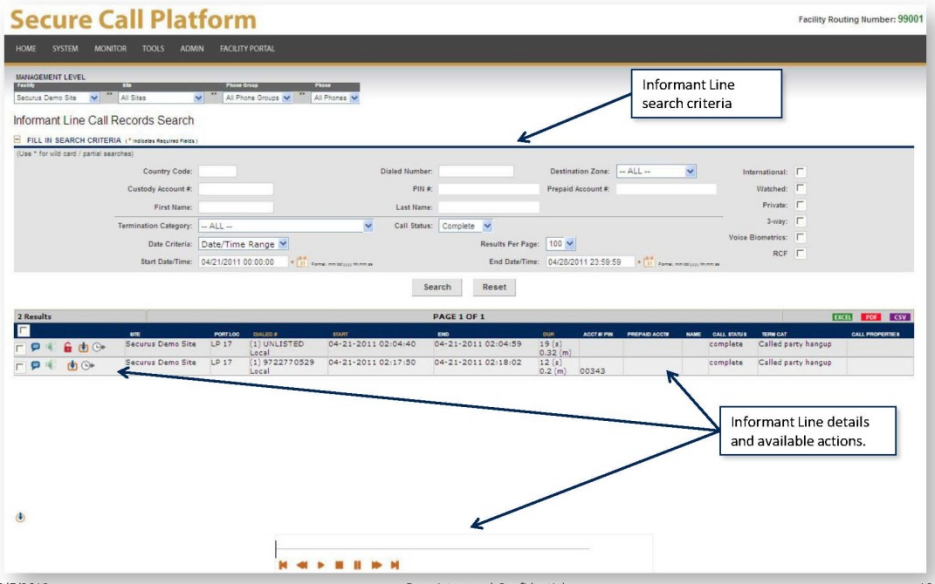
Sample Crime Tip Report

Crime Tip - is a critical feature that enables anonymous two-way communication between inmates and facility staff. For inmates the feature provides a secure method for reporting information about criminal activity. For facilities, the feature provides a flexible, configurable solution for gathering critical evidence to support investigations and prevent crimes from taking place in the facility. **The Crime Tip Report -** displays detailed results for all Crime Tip calls. Results can be narrowed by using intuitive search criteria. Users can select to listen to, extend, download, add notes to, or audit each call record to manage the safety and security of their facility.



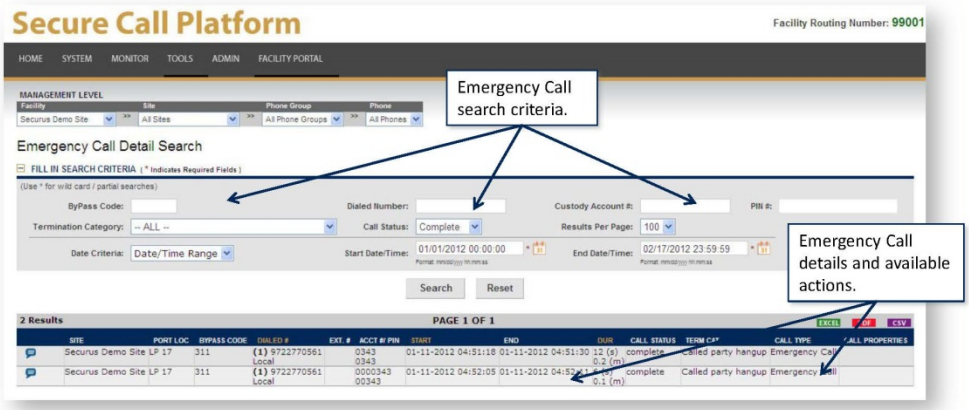
Sample Informant Line Report

SCP's Informant Line - is an investigative tool allows inmates to communicate directly and anonymously with investigators. The call can be routed to a specific investigator, voicemail box, or answering machine. **The Informant Line Report –** allows investigators to research and view details about these calls.



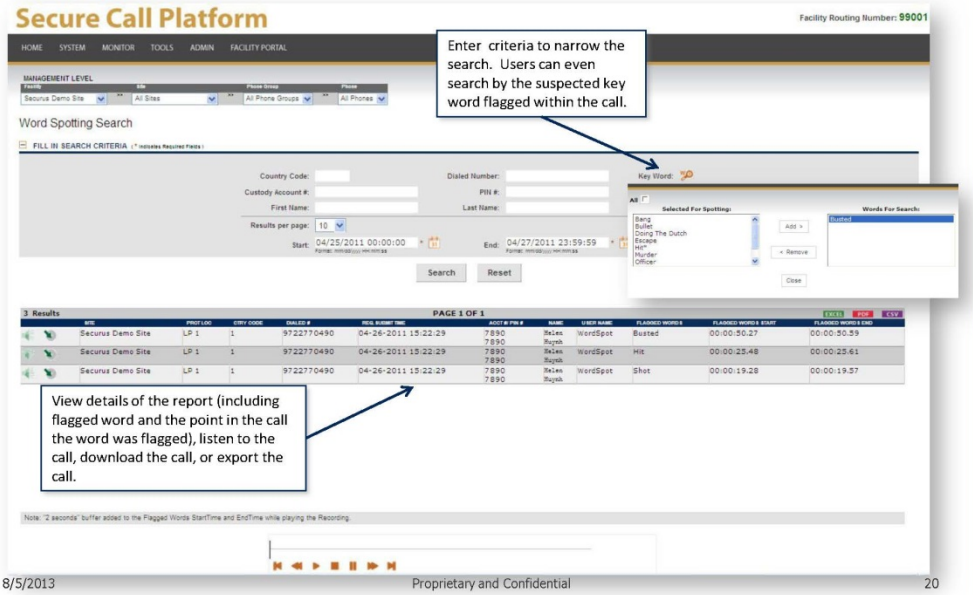
Sample Emergency Call Report

SCP's Emergency call- is an optional SCP feature allowing individuals to enter a bypass code to connect to facility personnel for emergencies such a medical, violent, riotous, or suspicious incidents. For users who are authorized to view and listen to historical Emergency Calls, SCP provides an Emergency Call Report as shown in the image below.



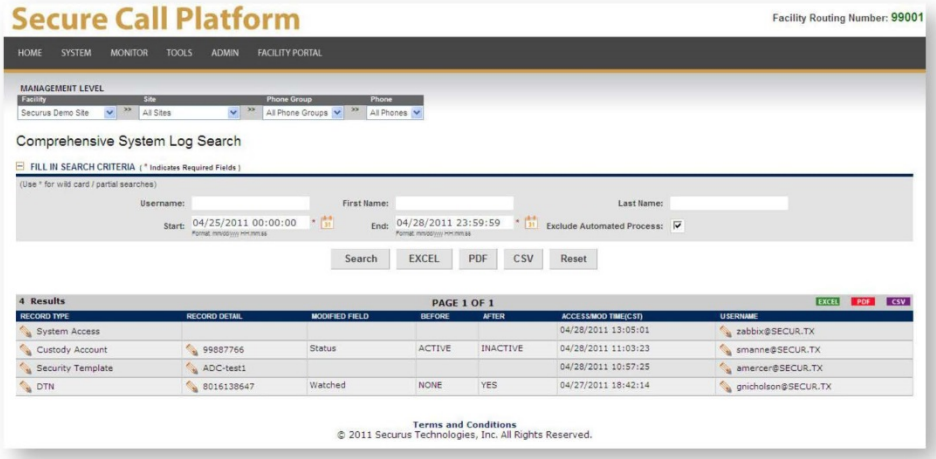
Sample Word Spotting Search Report

Word Spotting Search Report – is an essential investigative report that allows investigators to display all of the recordings that were submitted for Word Spotting processing with select criteria. Because Word Spotting is fully integrated with SCP, this report can be run right from the SCP user interface.



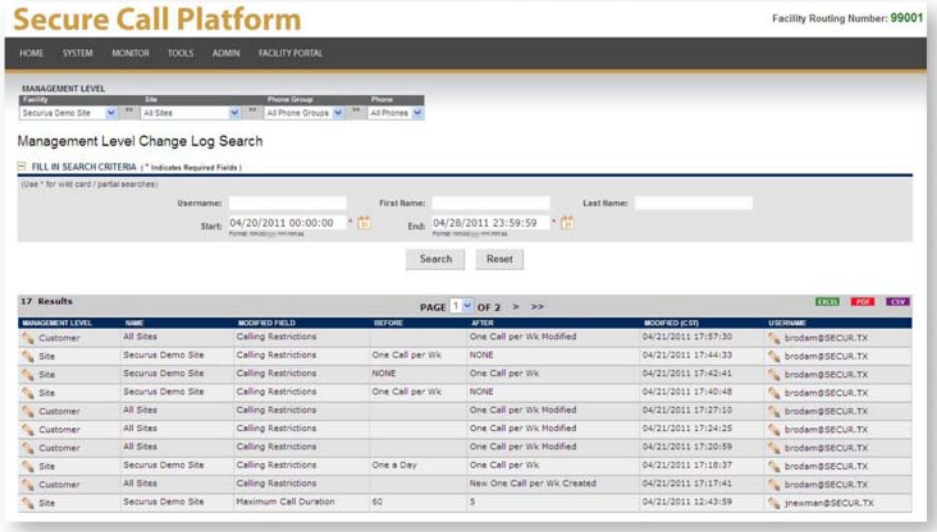
Sample Comprehensive System Log Search

Comprehensive System Log Search – can be used by administrators to monitor the changes that have been made to the system. Administrators can use search criteria such as username, name, and date range to narrow their search. The tool also has the ability to omit changes made to the system through automated changes to narrow results to changes made by personnel.



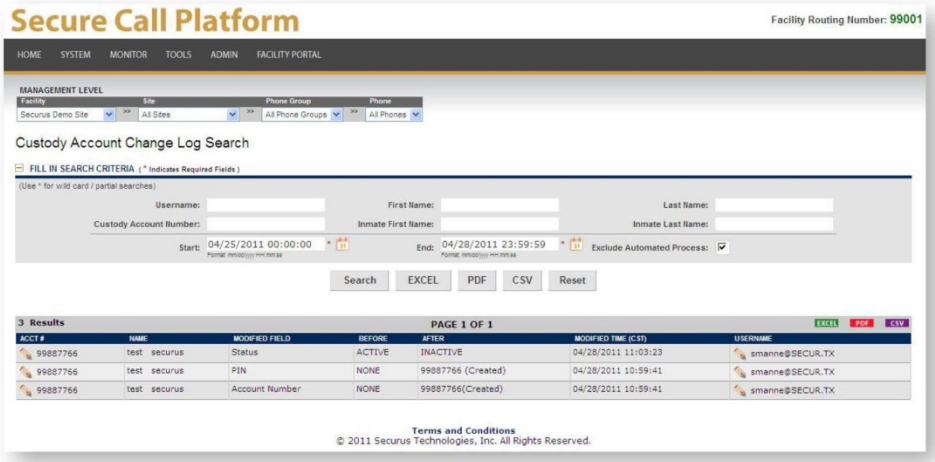
Sample Management Level Change Log Report

Management Level Change Log Report – can be used by administrators to monitor the changes made to features at each of the management levels. Administrators can use search criteria such as username, name, and date range to narrow their search.



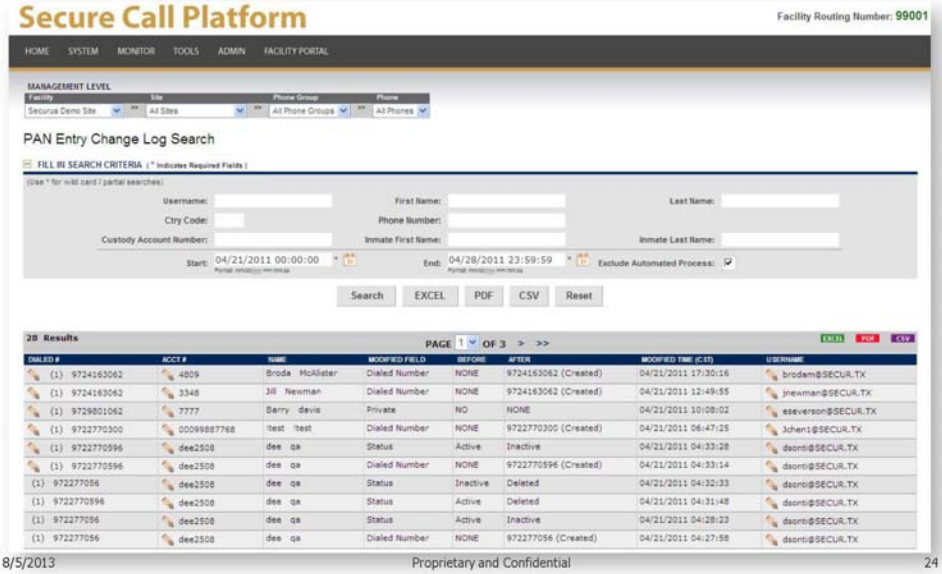
Sample Custody Account Change Log Report

Custody Account Change Log Report – can be used by administrators to monitor the electronic and manual changes to custody accounts. Administrators can use search criteria such as PIN, username, name, and date range to narrow their search.



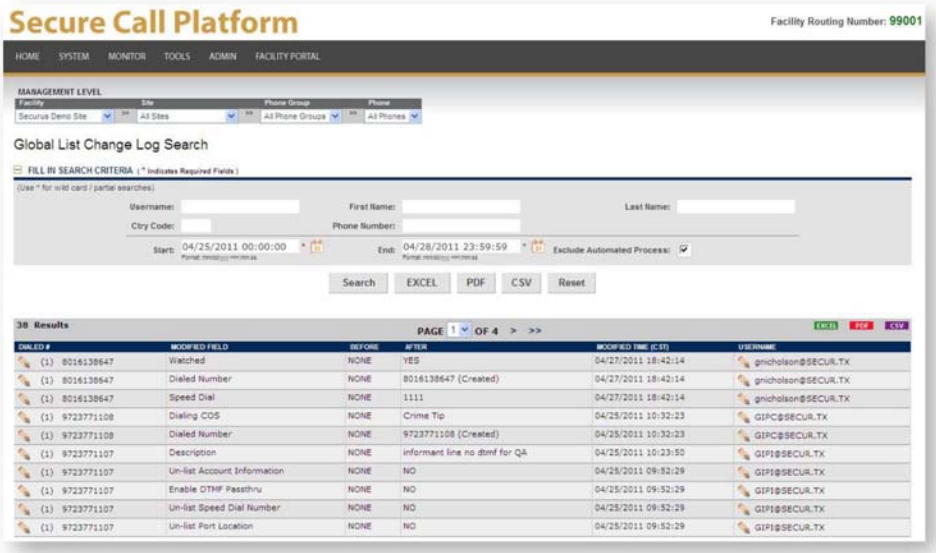
Sample PAN Entry Change Log Report

PAN Entry Change Log Report – PAN Change Log functionality records all actions that SCP users make to the verified field in the SCP user interface. It also allows administrators to examine all PAN list changes; specifically, when changes occur, and by whom, helping administrators and investigators track user accountability.



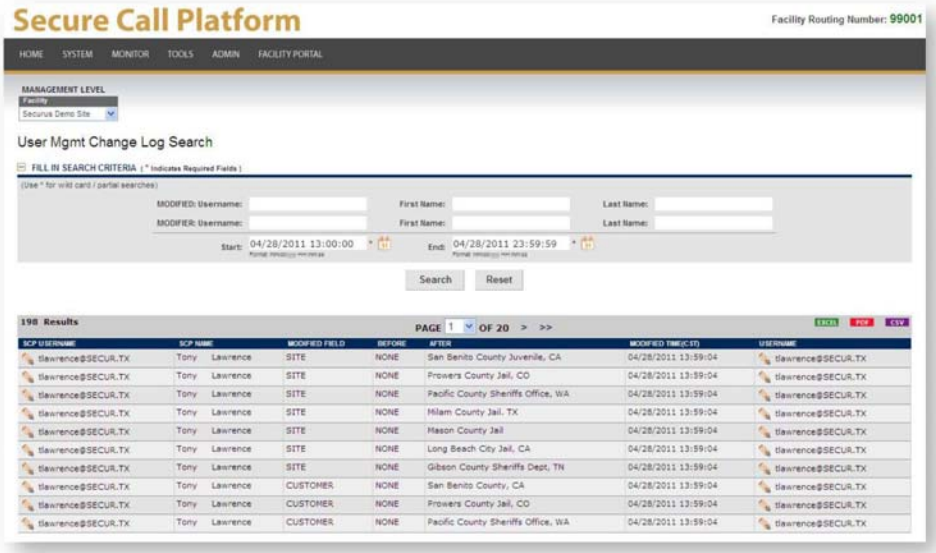
Sample Phone Number Change Log Report

Phone Number Change Log Report – allows administrators to review all changes to controlled numbers on the Global list at both the agecy and facility levels.



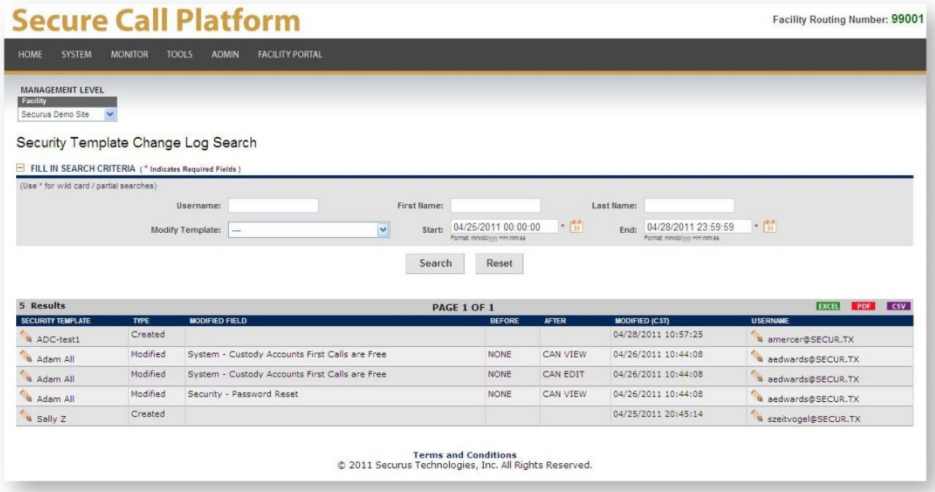
Sample User Management Change Log Report

User Management Change Log Report – allows administrators to review changes made to the account by selected users.



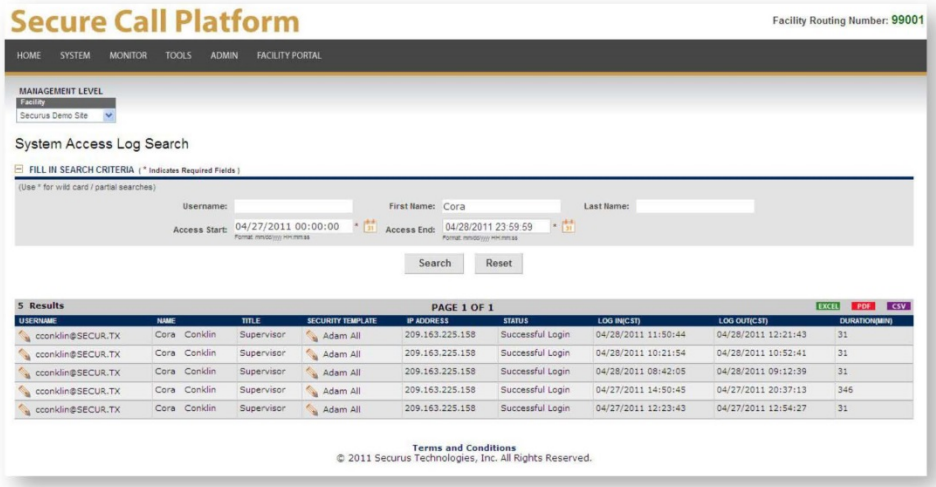
Sample Security Template Change Log Report

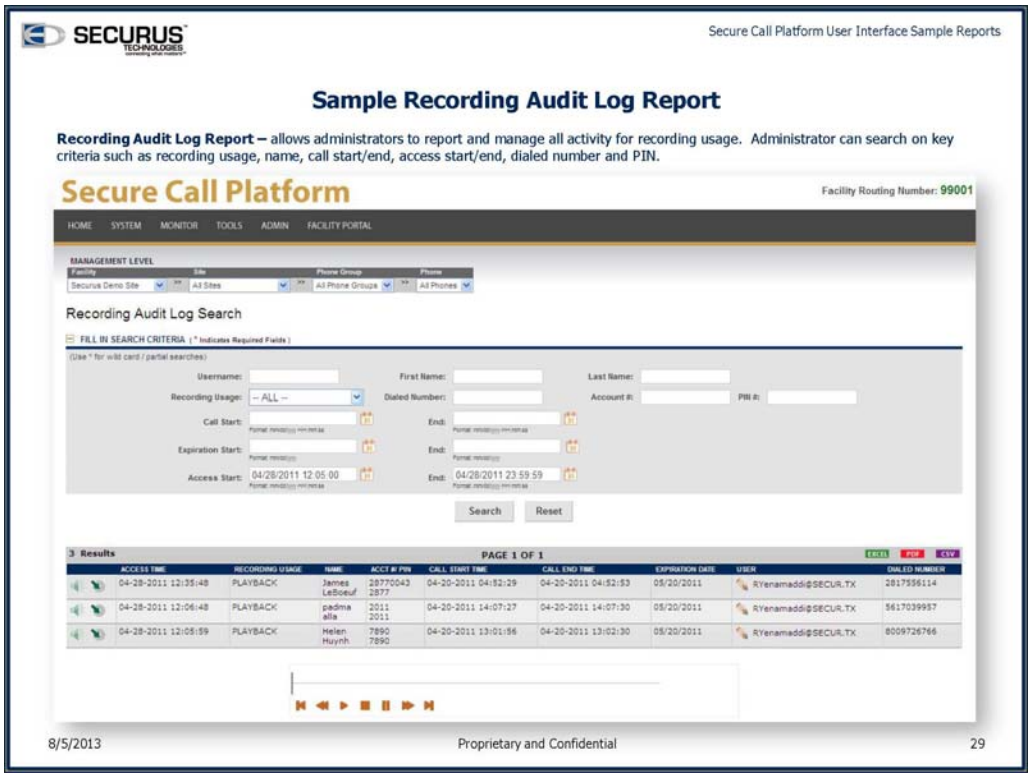
Security Template Change Log Report – allows administrators to review modifications made to security template. Users can narrow their search by using criteria such as username, name, phone number, and date range.



Sample System Access Log Report

System Access Log Report – allows administrators to manage user access by reporting lists of system users by date range. Users can narrow their search by using criteria such as username, name, and date range.




SECURUS TECHNOLOGIES
Secure Call Platform User Interface Sample Reports
Sample Recording Audit Log Report
Recording Audit Log Report – allows administrators to report and manage all activity for recording usage. Administrator can search on key criteria such as recording usage, name, call start/end, access start/end, dialed number and PIN.
Secure Call Platform
Facility Routing Number: 99001
HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL
MANAGEMENT LEVEL
Recording Audit Log Search
FILL IN SEARCH CRITERIA
Username:
First Name:
Last Name:
Recording Usage: -- ALL --
Dialed Number:
Account #:
PIN #:
Call Start:
End:
Expiration Start:
End:
Access Start: 04/28/2011 12:05:00
End: 04/28/2011 23:59:59
Search
Reset
3 Results
PAGE 1 OF 1
ACCESS TIME
RECORDING USAGE
NAME
ACCT # PIN
CALL START TIME
CALL END TIME
EXPIRATION DATE
USER
DIALED NUMBER
04-28-2011 12:05:48 PLAYBACK James LeBoeuf 18770043 1877 04-20-2011 04:52:29 04-20-2011 04:52:53 05/20/2011 RYenamaddi@SECUR.TX 2817556114
04-28-2011 12:06:48 PLAYBACK padma alla 2011 2011 04-20-2011 14:07:27 04-20-2011 14:07:30 05/20/2011 RYenamaddi@SECUR.TX 5617039957
04-28-2011 12:05:59 PLAYBACK Helen Huynh 7890 7890 04-20-2011 13:01:56 04-20-2011 13:02:30 05/20/2011 RYenamaddi@SECUR.TX 8009726766
8/5/2013
Proprietary and Confidential
29

ATTACHMENT B - PUBLIC UTILITY COMMISSION OF TEXAS CERTIFICATE

Kenneth W. Anderson, Jr.
Commissioner

Brandy Marty Marquez
Commissioner

Brian H. Lloyd
Executive Director

Greg Abbott
Governor

RECEIVED
2017 AUG -1 PM 2:52
PUBLIC UTILITY COMMISSION

Public Utility Commission of Texas

August 1, 2017

SECURUS TECHNOLOGIES INC
ATTN MICHAEL LOZICH
4000 INTERNATIONAL PARKWAY
CARROLLTON TX 75007

RE: Project 46251 - Texas Pay Phone Provider RE-REGISTRATION 2017

Your re-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. 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,

Fred Goodwin

Fred Goodwin
Competitive Markets Analyst

Printed on recycled paper

An Equal Opportunity Employer

1701 N. Congress Avenue PO Box 13326 Austin, TX 78711 512/936-7000 Fax: 512/936-7003 web site: www.puc.texas.gov

ATTACHMENT C - TEXAS SECRETARY OF STATE CERTIFICATE

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDED REGISTRATION OF

Securus Technologies, Inc.
11694606

[formerly: EVERCOM SYSTEMS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration 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, Inc.

Dated: 10/05/2010
Effective: 10/05/2010

Hope Andrade
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555
Fax: (512) 463-5709
Dial: 7-1-1 for Relay Services
Prepared by: Lisa Sartin
TID: 10301
Document: 332760890002

Form 406
(Revised 02/06)

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

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
OCT 05 2010
Corporations Section

Entity Information

The legal name of the filing entity is:

Evercom Systems, Inc.

State the name of the entity as currently shown in the records of the secretary of state.
If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

The application for registration was issued to the entity on: September 4, 1997
mm/dd/yyyy

The file number issued to the filing entity by the secretary of state is: 0011694606

Amendments to Application

A. ☑ The application for registration is amended to change the legal name of the entity as amended in the entity's jurisdiction of formation. The new name is:

Securus Technologies, Inc.

☐ The entity was registered with the secretary of state before January 1, 2006, and has not elected early adoption of the BOC and in accordance with the law applicable to the entity has attached a certificate from the proper filing office in the jurisdiction of formation evidencing the name change.

☐ The entity was registered with the secretary of state on or after January 1, 2006, or has filed an early adoption statement with the secretary of state and is not required to attach a certificate evidencing the name change in the jurisdiction of formation.

B. ☐ The new name of the entity is not available for use in Texas or fails to include an appropriate organizational designation. Or, the entity wishes to amend the qualifying assumed name stated on its registration or amended registration. The assumed name the entity elects to adopt for purposes of maintaining its registration is:

Form 406 4

C. ☐ The application for registration is amended to change the business or activity stated in its application for registration. The business or activity that the entity proposes to pursue in this state is:

The entity is authorized to pursue the same business or activity under the laws of the entity's jurisdiction of formation.

Other Changes to the Application for Registration

The foreign filing entity desires to amend its application for registration to make changes other than or in addition to those stated above. Statements contained in the original application or any amended application are identified by number or description and changed to read as follows:

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. ☐ 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 signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 10/4/10

Dennis J. Reinhold-VP, Gen Counsel and Secretary

Signature and title of authorized person(s) (see instructions)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "EVERCOM SYSTEMS, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "SECURUS TECHNOLOGIES, INC.", THE SECOND DAY OF AUGUST, A.D. 2010, AT 4:13 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

Jeffrey W. Bullock, Secretary of State

2788631 8320

AUTHENTICATION: 8177210

100835889

DATE: 08-17-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

ATTACHMENT D - FCC REGISTRATION NUMBER

FCC Registration

Search Public Information

Return to FCC Registration Home

Displaying Records 1 (of 1)

FRN	Registrant	Contact	Address	City	State	Zip	Country	RegDate
0006222319	Securus Technologies, Inc.	Conde, Debbie	4000 International Parkway	Carrollton	TX	75007	United States	01/23/2002

REFINE SEARCH

Customer Service			
Frequently Asked Questions	Forms Requiring an FRN	Privacy Statement	FCC Home Page
FRN Help Line: 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET)			
The FRN Help desk has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can also email the FRN Help desk with your questions and concerns.			

ATTACHMENT E - SECURUS' STAFF RESUMES

Sally Zeitvogel
Senior Account Manager

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 are sound and financially feasible. Her exceptional interpersonal and communication skills (network, collaborate, negotiate) help to build 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

Kate Leeper

Director of Account Management

Kate has more than 20 years of experience managing customer accounts and delivering on critical customer initiatives. She is responsible for working with Public Safety, State and local communities to improve the efficiency of product functionality, and helping to increase revenue while managing expenses. Her leadership skills are an important part of a successful track record of client satisfaction and measurable results through implementation of key technologies and success metrics.

Experience

- Recruited to develop, implement and lead a best-in-class customer success team and client management model for North America
- Hire, lead, coach and inspire team of Customer Success Managers and Support teams
- Oversee cross-collaboration with internal key business partners to ensure customer satisfaction
- Establish, develop and maintain close working relationships with top customers
- Meet or exceed a customer satisfaction rating of 4.0 or higher

Training/Certifications

- Solution Sales, Miller Heiman Consultative and Strategic Sales Management, Executive Leadership

Education

- Bachelor of Science in Business Administration with Minor in Sociology, Cum Laude from Western Michigan University

Nancy Salisbury
Sales Vice President - Acquisitions

Ms. Salisbury's career includes extensive telecommunications and technology experience with strong ability to build cohesive successful sales teams in a constantly changing environment. Consistent over plan performance with focus not only on new sales but overall revenue retention.

Experience

- Leads the Acquisitions group for Securus nationally with focus on large accounts (private and public) and new business growth
- Provides strong organizational leadership and active participation in key account sales, retention and business development. Established sound relationships and negotiated projects with internal and external customers at CEO, CIO, CTO, Senior Vice President, and Director levels
- Develops solutions selling skills throughout the sales group, implementing processes and strategies to drive overall team success
- Provides management and support for sales presentations, RFP responses, and financial offerings to government customers at the local, state and federal levels
- Assists in business case development and sales processes for new applications
- Manages a team charged with the retention of existing business as well as new business opportunities
- Enhanced operational processes and improved effectiveness, reducing internal costs

Training/Certifications

- Professional Speaking Training
- Sales Training
- Negotiation Training
- Professional Speaking Training
- Sales Training
- Negotiation Training

Education

- University of Nebraska
  Degree in Criminal Justice

John Mannewitz

Manager, Installation

Summary

John is a sales executive and business manager with substantial sales and operations experience. John brings more than 21 years of Business Management responsibilities and a proven record of increasing quality and revenue. His experience includes telecommunications, management, business administration, construction, manufacturing and distribution, customer service, and design fields.

Experience

- Manages a team of project managers who coordinate all information, scheduling, and resources for installations, renewals, upgrades and de-installs of the Securus platform and equipment
- Establishes and manages the mechanisms and processes to ensure accuracy and completion of installs coordinated by the project managers
- Coordinates resources and information input by the Sales, RFP, Site Engineering, and Provisioning, IT, Field Service, Install Support, Integration Management, Telecom and Product Management groups
- Establishes new process (SOW) for the IS and Engineering groups
- Analyzes the current processes and implemented controls to improve the work flow
- Manages workflows by Leading Indicators to drive continuous improvement through key performance measures
- Leads Quality Initiative to improve Quality scores. Reviewed scorecards and coached PMs on task completion yielding an improvement from 80 to 87%
- Leading initiative to identify gaps in processes for correct utilization measures and Roles and Responsibilities Matrix.
- Provided onsite training of Securus' Secure Call Platform to new and existing customers with an average of 4.92 out of 5 rating
- Provided Webinar training of Securus' Secure Call Platform to new and existing customers with an average of 4.8 out of 5 rating
- Developed training process flow to better time and reporting functionality
- Proficient at RoboHelp and Microsoft office programs

- Developed training program to decrease customer concerns and increase customer product knowledge

Education

- Collin County Community College, Business Management
- Utah Valley State College, Construction Management

Stephon Wolfe
Project Manager

Stephon is an experienced business professional with wide-ranging operations and administrative experience. He has proven skills in leadership, time management, organization, and technical fields with a commitment to high-quality results. Stephon dedication to ensuring the best customer experience and attention to detail have shown a proven track record of successfully implementing installs of various sizes.

Experience

- Coordinate the delivery of telecommunications products for the correctional industry
- Obtain primary ownership of customer communication, human resource coordination and scheduling, material requisition and shipping/delivery ensuring quality management at project closure
- Monitor the progress in terms of status of the plan
- Identify and analyze risks that could affect project baseline and take correct actions
- Anticipate and catch deviations from the project plan
- Keep stakeholders inform of progress by all available communication channels
- Budget monitoring via weekly progress reporting to upper management
- Use various tools such as Gantt charts, spreadsheets and Microsoft Project for tracking and documenting activities that are related to cost, time, schedule and quality
- Efficiently work with the client and various internal business units in building strong relationships
- Coordinate and execute the delivery of features, products, and calling systems
- Coordinate the cross departmental activities required to complete the implementation project and which is essential to a flawless product delivery and customer satisfaction
- Transitioned and converted clients on classic products to compliant banking solutions within the business unit
- Gained efficiencies by setting clear and concise project objectives, due dates and follow up with internal resources to meet the company and client goals.

- Clarified client requirements, business needs, and project objectives, via feedback sessions and client meetings, in collaboration with Conversion, QA and development teams
- Served as an account liaison for assigned sponsors. Providing support for all business needs.
- Collaborated with Sales and Marketing teams, as well as third party vendors to facilitate communication for successful project launches.

Education

- Bachelors Arts degree in Communications
- Minor in Computer Information Systems “CIS”
- Earned 35 Contact Hours
  Completed PMKBOK PMP Certification Coursework

Brian Owens
Manager, Field Services

Mr. Owens joined Securus in 2012 and has over ten years of experience establishing and maintaining technical standards and implementing Continuous Quality Improvements that lower costs and improve and increase outputs. Mr. Owens leads field resources and delivers on objectives to assure complete customer satisfaction across Securus' northwest region. He monitors overall service needs and ensures that the service team is meeting customer expectations.

Experience

- Responsible for all field service technicians, dispatch personnel, establishing, implementing and maintaining technical standards, adherence to company policies / procedures and assuring customer satisfaction
- Tailors Customer Relationship Management (CRM) plans within assigned area to include formal reviews with clients
- Hires, manages, trains and develops 11 direct reports
- Monitors client service needs and ensures associates are meeting and exceeding expectations
- Conducts formal reviews with designated accounts
- Participates by the Executive Team
- Visits customers and technicians to ensure customer satisfaction and to make sure all equipment and wiring meet company standards and expectations
- Ensures invoice accuracy, Repair Parts and Inventory management, and Travel utilization
- Analyzes and reduces operating costs
- Assists technicians with repairs and installs when necessary
- Approves expense reports, invoices and timecards

Education

- St. Bonaventure University, St. Bonaventure, NY
  Master of Science/Leadership, 2006
- Utah State University, Logan, UT
  Bachelor of Science/ Finance & Management, 1996

Chris Sheil
Client Manager

Chris is a strategic minded individual with over 15 years of client relationship experience. Chris has an in depth knowledge of managing client's accounts and ensuring total satisfaction at all times. Chris 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 the 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 in order to better service the assigned Securus accounts.
- Evaluates and determines areas within an account where additional product offerings would improve the accounts performance.

Education

- Texas Tech University

Letecia Garcia
Field Service Technician

Letecia Garcia is a field service technician located in Houston, Texas. Letecia is currently the onsite field service technician and service administrator for the Harris County Jail. Prior to joining Securus, Letecia had 20 years of social work experience, empowering low-income families and homeless, teenage mothers.

Experience

- Experience with digital call platform and Securus Call Platform software
- Brings extensive experience installing and maintaining public coin phones, inmate phones, and inmate visitation phone Maintain Securus' inmate telephone system
- Provide records and recordings to law enforcement agencies

Education

- Certification in Case Management, Texas Southern University

ATTACHMENT F - SECURUS' LIST OF SIMILAR GOVERNMENT CONTRACTS

Proprietary and Confidential

Trade Secret

Securus considers this information highly confidential and proprietary. This information has been submitted for review and Securus respectfully requests that it be removed from our proposal prior to public display of proposals after opening.

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Abbeville County Detention Center	21 Old Calhoun Falls Rd	Abbeville	SC	65	7	$50,000 - $74,999	5/19/2010	5/18/2018
Aberdeen Police Dept.	210 E Market St	Aberdeen	WA	5	1	<$24,999	2/17/2017	2/17/2018
Adams County Jail	521 Vermont St	Quincy	IL	109	11	$100,000 - $499,999	3/4/2014	3/3/2019
Adams County Jail	500 W 4th St Ste 126	Hastings	NE	30	3	$25,000 - $49,999	8/25/2015	8/24/2019
Adams County Jail	306 State St	Natchez	MS	52	5	$50,000 - $74,999	12/7/2012	12/6/2017
Adams County Jail	301 Adams St	Friendship	WI	88	9	$50,000 - $74,999	8/11/2014	8/10/2017
Aiken County Detention Center	435 Wire Rd	Aiken	SC	318	32	$100,000 - $499,999	11/14/2013	11/13/2016
AK - Chin Police Dept.	47314 W Farrell	Maricopa	AZ	17	2	<$24,999	5/13/2014	5/12/2019
AK DOC	802 Third St	Douglas	AK	5,095	510	$1,000,000 - $2,999,999	7/1/2015	6/30/2016
Alachua County Jail	3333 NE 39th Ave	Gainesville	FL	952	95	$1,000,000 - $2,999,999	10/13/2008	11/6/2020
Alamance County Detention Center	1 Court Sq.	Graham	NC	500	50	$500,000 - $999,999	11/5/2014	11/4/2018

Proprietary and Confidential

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Alamosa County Detention Center	1315 17th St	Alamosa	CO	126	13	$75,000 - $99,999	4/4/2011	4/2/2018
Albemarle District Jail	210 Executive Dr. S	Elizabeth City	NC	127	13	$100,000 - $499,999	11/2/2015	11/1/2019
Alcona County Sheriff's Dept.	214 W Main St	Harrisville	MI	31	3	<$24,999	11/3/2010	11/2/2020
Alexander City Jail	1 Court Sq.	Alexander City	AL	8	1	<$24,999	12/30/2013	12/29/2018
Alexandria Detention Center	2001 Mill Rd	Alexandria	VA	401	40	$100,000 - $499,999	4/6/2016	4/6/2018
Alger County Sheriff's Dept.	101 E Varnum St	Munising	MI	25	3	<$24,999	9/15/2008	9/14/2018
Allen County Juvenile Justice Center	2829 Well St	Ft Wayne	IN	100	7	<$24,999	8/22/2013	8/21/2017
Allen County Sheriff's Office	301 N Main St	Lima	OH	221	22	$100,000 - $499,999	1/10/2006	1/10/2021
Alpena County Jail	320 Johnson St	Alpena	MI	53	5	$75,000 - $99,999	3/10/2014	3/9/2019
Alton City Police Dept.	1700 E Broadway St	Alton	IL	25	3	$25,000 - $49,999	12/28/2015	12/27/2017
Amador County Jail	700 Court St	Jackson	CA	100	10	$75,000 - $99,999	10/1/2017	10/1/2018

Proprietary and Confidential

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Amite County Jail	243 S Broad St. PO Box 208	Liberty	MS	27	3	$25,000 - $49,999	10/19/2012	10/18/2017
Anaconda Police Dept.	800 S Oak St	Anaconda	MT	15	2	<$24,999	10/15/2015	10/14/2020
Andrews County Jail	201 N Main St Rm 113	Andrews	TX	33	3	$25,000 - $49,999	8/16/2016	8/16/2017
Anniston City Jail	174 W 13th St	Anniston	AL	35	4	<$24,999	11/11/2015	11/10/2017
Anson County Sheriff's Office	119 N Washington St	Wadesboro	NC	50	5	$25,000 - $49,999	11/17/2010	11/17/2018
Antrim County Sheriff's Office	107 Grove St	Bellaire	MI	46	5	$25,000 - $49,999	8/3/2017	2/17/2022
Apache County Jail	370 S Washington	St Johns	AZ	60	6	$75,000 - $99,999	11/7/2017	11/7/2018
Appanoose County Sheriff's Dept.	1125 W Van Buren	Centerville	IA	20	2	<$24,999	8/28/2017	8/28/2018
AR DOC	6814 Princeton Pike	Pine Bluff	AR	17,139	1,714	$5,000,000 - $9,999,999	8/15/2015	8/14/2018
Arapahoe County Sheriff's Office	7375 S Potomac St	Centennial	CO	1,147	115	$1,000,000 - $2,999,999	6/1/2017	5/31/2018
Arenac County Jail	126 N Grove St	Standish	MI	58	6	$25,000 - $49,999	4/23/2014	4/22/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Arkansas County Detention Center	1000 Rice Belt Dr.	Dewitt	AR	67	7	$75,000 - $99,999	10/3/2012	10/2/2019
Arnold City Jail	2101 Jeffco Blvd	Arnold	MO	3	1	<$24,999	9/4/2013	9/3/2018
Aroostook County Jail	15 Broadway	Houlton	ME	74	7	N/A	11/29/2017	11/28/2020
Ashland County Sheriff's Office	1205 E Main St	Ashland	OH	115	12	$100,000 - $499,999	6/7/2013	6/6/2018
Ashtabula City Police Dept.	110 W 44th St Unit 1	Ashtabula	OH	16	2	<$24,999	2/8/2014	2/7/2019
Ashtabula County Jail	25 W Jefferson	Jefferson	OH	151	15	$100,000 - $499,999	8/7/2017	8/6/2022
Atascosa County Jail	1108 Campbell Ave	Jourdanton	TX	120	12	$100,000 - $499,999	4/18/2013	4/17/2017
Athens Clarke County Jail	3015 Lexington Rd	Athens	GA	540	54	$100,000 - $499,999	3/12/2017	3/12/2018
Atkinson County Jail	20 Smith St W	Pearson	GA	18	2	<$24,999	7/4/2017	7/4/2018
Audubon County Jail	318 Leroy St	Audubon	IA	4	1	<$24,999	4/24/2013	4/23/2018
Auglaize County Jail	1051 Dearbaugh Ave. PO Box 26	Wapakoneta	OH	72	7	$75,000 - $99,999	3/6/2017	3/6/2018
Aurora City Police Dept.	106 S Elliott, PO Box 30	Aurora	MO	2	1	<$24,999	3/25/2013	3/24/2018

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Aurora Municipal Court Administration	14999 E Alameda Pkwy	Aurora	CO	55	6	$50,000 - $74,999	10/29/2011	10/27/2018
Avery County Sheriff's Office	Po Box 426	Newland	NC	25	3	$25,000 - $49,999	8/15/2016	8/15/2019
Baker County Detention Center	1 Sheriff's Office Dr.	Macclenny	FL	450	45	$500,000 - $999,999	3/9/2014	11/9/2019
Baldwin County Jail	119 Old Monticello Rd	Milledgeville	GA	220	22	$100,000 - $499,999	11/29/2016	11/29/2021
Bamberg County Jail	200 2nd St	Bamberg	SC	39	4	$50,000 - $74,999	6/15/2017	6/15/2018
Baraga County Jail	940 Us Hwy 41	L'Anse	MI	30	3	<$24,999	8/24/2013	8/23/2018
Barnstable County Corrections Facility	6000 Sheriff's Pl	Bourne	MA	425	43	$500,000 - $999,999	1/1/2017	8/31/2017
Barren County Detention Center	201 Samson St	Glasgow	KY	160	16	$100,000 - $499,999	1/24/2011	1/23/2023
Barron County Sheriff Dept.	1420 State Hwy 25 N	Barron	WI	92	9	$100,000 - $499,999	1/31/2017	1/31/2018
Barrow County Sheriff's Office	652 Barrow Park Dr.	Winder	GA	264	26	$1,000,000 - $2,999,999	10/15/2012	10/14/2019
Bartholomew County Jail	543 2nd St	Columbus	IN	362	36	$100,000 - $499,999	2/10/2015	2/9/2020

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Barton County Jail	1416 Kansas St	Great Bend	KS	85	9	$100,000 - $499,999	2/22/2017	2/21/2021
Bastrop County Jail	200 Jackson St	Bastrop	TX	277	28	$500,000 - $999,999	4/26/2013	12/31/2017
Baxter County Detention Center	904 Hwy 62 W	Mountain Home	AR	87	9	$75,000 - $99,999	10/4/2010	10/4/2020
Bay County Law Enforcement Center	503 3rd St	Bay City	MI	220	22	$100,000 - $499,999	3/13/2017	3/12/2022
Bayfield County Sheriff's Dept.	615 2nd Ave E	Washburn	WI	54	5	$25,000 - $49,999	9/13/2015	9/12/2021
Beaver County Jail	2270 S 525 W. PO Box 391	Beaver	UT	372	37	$100,000 - $499,999	4/13/2017	4/13/2019
Beaverhead County Jail	2 S Pacific St. Ste 16	Dillon	MT	15	2	<$24,999	4/5/2017	4/5/2018
Bedford Police Dept.	165 Center St	Bedford	OH	7	1	<$24,999	6/9/2017	6/9/2018
Belknap County Hoc	76 County Dr.	Laconia	NH	90	9	$100,000 - $499,999	12/22/2013	12/25/2023
Bell County Law Enforcement Center	111 W Central Ave	Belton	TX	652	65	$500,000 - $999,999	11/6/2016	11/5/2019
Belmont County Jail	68137 Hammond Rd	St Clairsville	OH	149	15	$100,000 - $499,999	4/22/2011	4/20/2016

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Benewah County Sheriff's Dept.	701 College Ave	St Maries	ID	10	1	<$24,999	8/19/2016	8/18/2020
Bent County Sherriff's Office Jail Division	11100 County Rd Gg5	Las Animas	CO	35	4	$25,000 - $49,999	11/8/2015	11/8/2020
Benzie County Sheriff's Dept.	505 S Michigan Ave	Beulah	MI	34	3	$50,000 - $74,999	5/1/2017	4/30/2021
Berkeley City Police Dept.	8340 Frost Ave	Berkeley	MO	10	1	<$24,999	4/29/2016	4/26/2022
Berkshire County HOC	467 Cheshire Rd	Pittsfield	MA	330	33	$100,000 - $499,999	7/1/2012	6/30/2020
Bernalillo County	100 John Dantis Rd	Albuquerque	NM	2,093	209	$500,000 - $999,999	7/7/2015	7/6/2019
Berwick City Police Dept.	400 Canton	Berwick	LA	15	2	<$24,999	3/3/2016	3/2/2020
Bibb County	668 Oglethorpe St	Macon	GA	1,010	101	$500,000 - $999,999	10/28/2012	10/30/2021
Big Horn County Detention Center	415 Murphy St	Basin	WY	62	6	$75,000 - $99,999	9/8/2017	9/8/2018
Big Sandy Regional Jail	Us 460 & Us 23	Paintsville	KY	200	20	$100,000 - $499,999	5/29/2016	5/28/2020
Bladen County Sheriff's	105 Courthouse	Elizabethtown	NC	55	6	$100,000 -	4/4/2013	4/3/2019

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Office	Dr.					$499,999		
Blue Ridge Regional Jail Authority	510 9th St	Lynchburg	VA	1,165	117	$1,000,000 - $2,999,999	8/1/2015	9/20/2020
Bond County Jail	403 S 2nd St	Greenville	IL	22	2	$25,000 - $49,999	2/1/2015	1/31/2020
Boone County Commission	2121 County Dr.	Columbia	MO	200	20	$100,000 - $499,999	3/1/2015	2/28/2016
Boone County Jail 2	615 N Main	Belvidere	IL	100	10	$100,000 - $499,999	8/28/2013	8/28/2020
Boyd County Detention Center	2714 Panola St. PO Box 455	Catlettsburg	KY	224	22	$100,000 - $499,999	8/28/2010	8/27/2020
Bradford County Jail	945 N Temple Ave #A	Starke	FL	120	12	$100,000 - $499,999	1/8/2016	1/6/2023
Bradley County Jail	2290 Blythe Ave Se	Cleveland	TN	436	44	$100,000 - $499,999	11/14/2014	5/13/2022
Branch County Jail	580 Marshall Rd	Coldwater	MI	150	15	$100,000 - $499,999	3/7/2008	3/6/2019
Brantley County Jail	58 John Wilson St. PO Box 251	Nahunta	GA	124	12	$100,000 - $499,999	1/20/2013	6/19/2018
Brazoria County Sheriff's Dept. Jail	3602 County Rd 45	Angleton	TX	724	72	$1,000,000 - $2,999,999	10/1/2016	10/1/2017

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Bremer County Sheriff's Dept.	111 4th St Ne	Waverly	IA	39	4	$100,000 - $499,999	3/30/2005	10/29/2017
Bristol County	400 Faunce Corner Rd	North Dartmouth	MA	1,330	133	$1,000,000 - $2,999,999	8/8/2011	6/30/2020
Bristol Virginia City Jail	417 Cumberland St	Bristol	VA	144	14	$100,000 - $499,999	7/17/2017	7/16/2020
Broadview Heights Police Dept.	9543 Broadview Rd Bldg. 19	Broadview Heights	OH	10	1	<$24,999	4/10/2017	4/10/2018
Broadwater County	519 Broadway	Townsend	MT	30	3	$50,000 - $74,999	11/21/2017	11/21/2018
Brooklyn Park Police Dept.	5400 85th Ave N	Brooklyn Park	MN	10	1	<$24,999	4/23/2014	4/22/2018
Brooks County Jail	1003 Holloway Dr.	Quitman	GA	112	11	$50,000 - $74,999	3/12/2015	3/11/2018
Broome County Jail	155 Lt Van Winkle Dr.	Binghamton	NY	536	54	N/A	N/A	N/A
Broomfield Police Dept. Detention Center	11600 Ridge Pkwy	Broomfield	CO	74	7	$100,000 - $499,999	7/11/2015	7/10/2017
Broward County	555 Se 1st Ave	Ft Lauderdale	FL	4,454	445	$3,000,000 - $4,999,999	11/15/2016	11/14/2022
Brown County Adult	750 Mt Orab Pike	Georgetown	OH	104	10	$75,000 -	1/8/2014	1/7/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Detention Center						$99,999		
Brown County Jail / Juvenile Detention Center	2684 Development Dr.	Green Bay	WI	931	93	$500,000 - $999,999	12/5/2011	12/3/2019
Brownsville Police Dept.	600 E Jackson St	Brownsville	TX	140	14	<$24,999	10/1/2013	9/30/2014
Brunswick County	Po Box 9	Bolivia	NC	300	30	$100,000 - $499,999	2/27/2016	2/26/2020
Bryan County Sheriff's Office	95 Public Safety Dr.	Pembroke	GA	68	7	$25,000 - $49,999	8/29/2017	12/31/2020
Buffalo County Sheriff's Dept.	407 S 2nd St	Alma	WI	15	2	<$24,999	11/13/2014	11/12/2019
Bulloch County Sheriff's Office	17257 Us Hwy 301 N	Statesboro	GA	339	34	$500,000 - $999,999	8/31/2017	12/31/2020
Burleson County Jail	1334 Hwy 21 E	Caldwell	TX	51	5	$100,000 - $499,999	7/29/2014	7/28/2017
Butler County Corrections	701 Se Stone Rd	El Dorado	KS	212	21	$100,000 - $499,999	6/20/2016	6/20/2019
Butler County Jail	700 Court Sq.	Greenville	AL	60	6	$100,000 - $499,999	9/30/2015	9/29/2018
Butler County Prison	202 S Washington	Butler	PA	360	36	$100,000 -	1/22/2013	1/24/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	St. PO Box 1208					$499,999		
Butte County Jail	33 County Center Dr.	Oroville	CA	598	60	$500,000 - $999,999	12/11/2010	12/10/2013
Butte Silverbow County Jail	155 W Quartz	Butte	MT	92	9	$100,000 - $499,999	1/11/2017	1/11/2020
Cabarrus County Sheriff's Office	25 Corban St	Concord	NC	350	35	$500,000 - $999,999	9/30/2013	9/29/2017
Cache County Jail	1225 W Valley View Dr. Ste 100	Logan	UT	220	22	$100,000 - $499,999	3/1/2016	2/28/2021
Calaveras County Sheriff's Office	891 Mountain Ranch Rd	San Andreas	CA	140	14	$100,000 - $499,999	7/1/2016	6/30/2021
Caldwell County Jail	111 E Market	Princeton	KY	30	3	$50,000 - $74,999	3/1/2015	2/28/2020
Campbell County Jail	195 Kentucky St. PO Box 82	Jacksboro	TN	231	23	$100,000 - $499,999	9/9/2016	9/8/2017
Cape Girardeau County Jail	216 N Missouri St	Jackson	MO	202	20	$100,000 - $499,999	4/9/2015	4/8/2017
Cape Girardeau Police Dept.	40 S Spring St	Cape Girardeau	MO	12	1	<$24,999	4/15/2017	4/15/2018
Cape May County Correctional Center	125 Crest Haven Rd	Cape May	NJ	257	26	$100,000 - $499,999	3/27/2013	3/26/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Carbon County Jail	240 W Main St	Price	UT	85	9	$25,000 - $49,999	5/8/1999	5/7/2014
Carroll County Detention Center	800 Clay St	Carrollton	KY	130	13	$100,000 - $499,999	2/12/2014	2/11/2019
Carroll County DOC	50 County Farm Rd	Ossipee	NH	75	8	$75,000 - $99,999	8/31/2014	8/30/2019
Carroll County Jail	200 Norandal Dr.	Huntington	TN	105	11	$100,000 - $499,999	11/29/2010	11/28/2019
Carroll County Jail	1000 Newnan Rd	Carrollton	GA	469	47	$500,000 - $999,999	7/9/2013	7/10/2020
Carroll County Sheriff's Office	43 2nd St Se	Carrollton	OH	22	2	$25,000 - $49,999	1/11/2017	1/11/2018
Carter County Detention Center	13 Crossbar Rd	Grayson	KY	178	18	$100,000 - $499,999	2/14/2017	6/30/2018
Carter County Jail	900 E Elk Ave	Elizabethton	TN	280	28	$100,000 - $499,999	7/13/2016	7/13/2017
Carver County Jail	606 E 4th St	Chaska	MN	76	8	$100,000 - $499,999	10/5/2011	10/4/2021
Cascade County Detention Center	3800 Ulm N Frontage Rd	Great Falls	MT	360	36	$100,000 - $499,999	1/25/2013	1/24/2018
Cass County	450 34th St S	Fargo	ND	249	25	$100,000 -	12/1/2015	11/30/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$499,999		
Cass County Jail	5 W 7th St	Atlantic	IA	11	1	<$24,999	9/1/2017	9/1/2018
Cass-Pulaski Community Corrections	520 High St	Logansport	IN	50	5	$25,000 - $49,999	10/12/2009	10/11/2018
Catoosa County Jail	5842 Hwy 41	Ringgold	GA	283	28	$100,000 - $499,999	7/23/2017	7/23/2018
CCCS-Nexus- (HLS)	110 Skyline Dr.	Lewistown	MT	81	8	$50,000 - $74,999	11/27/2016	11/27/2017
CCCS-Start	801 Montana Hwy 48	Anaconda	MT	85	9	N/A	10/6/2015	10/5/2016
CCCS-Watch-East- (HLS)	700 Little St	Glendive	MT	65	7	$25,000 - $49,999	1/2/2017	1/2/2018
Cecil County Detention Center	500 Landing Ln	Elkton	MD	200	20	$25,000 - $49,999	7/1/2017	6/30/2018
Central Texas Treatment	601 Alligator Rd	Granger	TX	100	10	$50,000 - $74,999	4/19/2013	4/18/2016
Central Virginia Regional Jail	13021 James Madison Hwy. PO Box 1257	Orange	VA	370	37	$500,000 - $999,999	10/20/2015	12/19/2022
Chaffee County Jail	148 Crestone Ave.	Salida	CO	105	11	$100,000 -	10/28/2013	10/27/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	PO Box 699					$499,999		
Chambers County Jail	105 Alabama Ave W	Lafayette	AL	145	15	$100,000 - $499,999	6/15/2008	6/15/2011
Chattooga County Jail	35 W Washington St	Summerville	GA	60	6	$50,000 - $74,999	4/2/2010	4/1/2016
Chaves County Adult Detention Center	3701 S Atkinson	Roswell	NM	250	25	$100,000 - $499,999	4/26/2017	4/26/2018
Cheatham County Jail	100 Public Sq.	Ashland City	TN	106	11	$100,000 - $499,999	12/19/2014	12/18/2018
Cheboygan County Jail	870 S Main St	Cheboygan	MI	82	8	$75,000 - $99,999	3/15/2012	3/14/2017
Cherokee County Adult Detention Center	498 Chattin Dr.	Canton	GA	605	61	N/A	8/16/2017	2/14/2018
Cherokee County Detention Facility	577 Regal St	Murphy	NC	85	9	$75,000 - $99,999	11/20/2015	11/19/2016
Cherokee County Jail	315 E Meadow St	Gaffney	SC	206	21	$100,000 - $499,999	5/27/2015	5/26/2020
Cherokee County Jail	1513 N Douglas Ave	Tahlequah	OK	100	10	$75,000 - $99,999	10/15/2016	10/15/2017
Cheshire County DOC	825 Marlboro Rd	Keene	NH	156	16	$100,000 - $499,999	6/14/2012	6/14/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Chester County Jail	126 Crook Ave. PO Box 19	Henderson	TN	64	6	$50,000 - $74,999	8/13/2015	8/14/2020
Chesterfield County Detention Center	319 Goodale Rd	Chesterfield	SC	96	10	$75,000 - $99,999	11/27/2010	5/26/2017
Chickasaw County	130 Lancaster Cir	Houston	MS	353	35	$100,000 - $499,999	12/7/2015	12/6/2020
Chief Ignacio Justice Center	167 S Spruce St. PO Box 129	Towaoc	CO	30	3	<$24,999	7/31/2014	7/30/2018
Chilton County Jail	301 City St N	Clanton	AL	165	17	$100,000 - $499,999	11/20/2009	11/20/2020
Chippewa County Jail	50 E Spruce St	Chippewa Falls	WI	130	13	$100,000 - $499,999	7/1/2013	6/30/2021
Chippewa County Jail	325 Court St	Sault Sainte Marie	MI	160	16	$100,000 - $499,999	3/10/2014	3/9/2019
Chippewa Cree Tribal Justice Center	6742 Upper Box Elder Rd	Box Elder	MT	150	15	<$24,999	7/26/2017	7/26/2019
Chouteau County Detention Center	1215 Washington PO Box 459	Ft Benton	MT	19	2	<$24,999	7/25/2013	7/24/2018
Chowan County Detention Facility	100 Court St. PO Box 78	Edenton	NC	30	3	$25,000 - $49,999	6/25/2016	6/24/2020
Churchill County	73 N Maine St	Fallon	NV	58	6	$25,000 -	5/30/2013	5/29/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Sheriff's Office						$49,999		
Cinc, Inc	1200 Canvasback St	Lake Charles	LA	200	20	$50,000 - $74,999	6/20/2016	6/20/2019
City Of Kent Corrections Facility	1230 Central Ave S	Kent	WA	122	12	$100,000 - $499,999	4/30/2017	4/30/2018
Clallam County Correctional Facility	223 E 4th St Ste 12	Port Angeles	WA	108	11	$100,000 - $499,999	11/30/2013	11/29/2018
Clallam County Juvenile And Family Services	1912 W 18th St	Port Angeles	WA	35	2	<$24,999	12/5/2013	12/4/2018
Clare County Jail	255 W Main St. PO Box 407	Harrison	MI	172	17	$100,000 - $499,999	1/5/2012	1/6/2018
Clarendon County Jail	320 E Boyce St. PO Box 730	Manning	SC	68	7	$75,000 - $99,999	6/13/2017	6/13/2018
Clark County	Po Box 263950 E Columbia St	Springfield	OH	245	25	$100,000 - $499,999	1/11/2010	1/10/2018
Clark County Jail	207 N 5th St	Marshall	IL	50	5	<$24,999	3/28/2015	3/27/2019
Clarke County Jail	22o Townline Rd	Osceola	IA	14	1	$25,000 - $49,999	11/15/2014	11/14/2018
Clarke County Jail	444 W Donald St	Quitman	MS	19	2	$75,000 - $99,999	11/30/2015	11/29/2019

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Clatsop County Sheriff's Dept.	636 Duane St	Astoria	OR	107	11	$50,000 - $74,999	1/24/2015	1/23/2020
Clay County Detention Center	67 Shamrock Rd	Manchester	KY	183	18	$100,000 - $499,999	5/27/2015	5/26/2019
Clay County Detention Center	268 S 2nd St	Piggott	AR	68	7	$25,000 - $49,999	1/23/2009	2/6/2019
Clay County Jail	4177 Hwy 77 N	Ashland	AL	80	8	$50,000 - $74,999	9/30/2012	9/30/2015
Clay County Jail	901 N Orange Ave. PO Box 958	Green Cove Springs	FL	411	41	$500,000 - $999,999	8/10/2017	8/10/2018
Clay County Jail	300 Broadway PO Box 267	Louiville	IL	15	2	<$24,999	6/7/2013	6/6/2019
Clayton County Corrections Dept.	11420 Slr Blvd	Clayton	GA	226	23	$50,000 - $74,999	2/1/2018	1/31/2019
Clayton County Detention Center	9157 Tara Blvd	Jonesboro	GA	1,525	153	$1,000,000 - $2,999,999	7/31/2017	7/31/2018
Clear Creek County Jail	405 Argentine St	Georgetown	CO	100	10	$75,000 - $99,999	10/30/2016	10/30/2017
Cleburne County Jail	140 Lambert Dr.	Heflin	AL	68	7	$75,000 - $99,999	7/6/2010	2/15/2016
Cleveland County	100 Justice Pl. PO	Shelby	NC	115	12	$100,000 -	6/17/2014	6/16/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	Box 1210					$499,999		
Clinton County Adult Detention	1645 Davids Dr.	Wilmington	OH	78	8	$100,000 - $499,999	3/30/2015	3/29/2020
Clinton County Correctional Facility	58 Pine Mountain Rd. PO Box 419	Mcelhattan	PA	265	27	$100,000 - $499,999	9/7/2015	9/6/2020
Clinton County Jail	1347 Townsend Rd	St Johns	MI	195	20	$100,000 - $499,999	10/3/2007	10/3/2017
Clinton County Jail	314 E Cumberland St	Albany	KY	22	2	<$24,999	8/25/2015	8/24/2019
Coastal Bend Regional Intermediate Sanction Facility	800 N Vineyard St	Sinton	TX	59	6	$25,000 - $49,999	10/21/2015	10/20/2016
Cochise County Jail	203 N Judd Dr.	Bisbee	AZ	195	20	$100,000 - $499,999	4/16/2014	4/15/2019
Codington County Jail	14 1st Ave Se	Watertown	SD	62	6	$75,000 - $99,999	7/14/2013	7/13/2018
Collier County Sheriff's Office	3301 Tamiami Trail E. Bld. J	Naples	FL	815	82	$75,000 - $99,999	6/1/2014	9/29/2019
Collin County	4300 Community Ave	McKinney	TX	1,021	102	$1,000,000 - $2,999,999	11/1/2016	10/31/2017
Collingsworth County	810 Belton St	Wellington	TX	10	1	<$24,999	12/6/2017	12/6/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Jail								
Collinsville City Police Dept.	200 W Clay St	Collinsville	IL	10	1	<$24,999	10/13/2015	10/12/2018
Columbia County Detention Facility	389 NW Quinten St	Lake City	FL	247	25	$100,000 - $499,999	6/20/2016	6/19/2018
Columbia County Jail	711 E Cook St	Portage	WI	160	16	$100,000 - $499,999	12/14/2015	12/13/2017
Columbia County Jail	901 Port Ave	St Helens	OR	122	12	$25,000 - $49,999	4/5/2017	4/4/2020
Columbia County Prison	721 Iron St	Bloomsburg	PA	210	21	$100,000 - $499,999	11/8/2012	11/7/2017
Columbiana County Jail	8473 County Home Rd	Lisbon	OH	141	14	$100,000 - $499,999	11/30/2015	11/29/2020
Columbus County Detention Center	805 Washington St	Whiteville	NC	173	17	$100,000 - $499,999	11/23/2015	11/22/2016
Comal County Jail	3005 W San Antonio St	New Braunfels	TX	280	28	$500,000 - $999,999	9/17/2014	9/17/2018
Community Transitional Services - Pine Bluff	7301 W 13th St	Pine Bluff	AR	40	4	<$24,999	1/11/2016	1/10/2019
Conecuh County Jail	104 Liberty St	Evergreen	AL	50	5	$50,000 -	12/15/2007	12/14/2010

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$74,999		
Converse County Detention Center	107 N 5th S. Ste. 239	Douglas	WY	23	2	$25,000 - $49,999	2/2/2018	1/31/2025
Conway County Detention Center	30 Southern Valley Dr.	Morrilton	AR	50	5	<$24,999	12/31/2014	12/30/2019
Cook County Illinois	2650 S California Ave	Chicago	IL	10,750	1,075	$5,000,000 - $9,999,999	3/16/2017	3/15/2018
Cook County Juvenile Facility	1100 S Hamilton Ave	Chicago	IL	35	2	<$24,999	9/15/2008	4/14/2014
Cooke County Jail	300 Cr 451	Gainesville	TX	160	16	$100,000 - $499,999	3/25/2016	3/24/2018
Coos County House Of Corrections	168 County Farm Rd	W Stewartstown	NH	40	4	$25,000 - $49,999	11/22/2011	11/20/2018
Copiah County Detention Center	20030 Hwy 51	Gallman	MS	58	6	$25,000 - $49,999	3/23/2016	3/22/2021
Correct Care, LLC - Florida Civil Commitment Center	13619 Se Hwy 70	Arcadia	FL	720	72	<$24,999	12/7/2015	12/6/2019
Corrections Commission Of NW Ohio	3151 County Rd 2425	Stryker	OH	553	55	$1,000,000 - $2,999,999	1/1/2015	12/31/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Coryell County Jail	510 E Leon St	Gatesville	TX	82	8	$100,000 - $499,999	6/7/2013	6/6/2018
Cowlitz County	1935 1st Ave	Longview	WA	255	26	$100,000 - $499,999	7/10/2015	7/9/2020
Cowlitz County Juvenile Facility	17351 1st Ave	Longview	WA	9	1	<$24,999	12/23/2016	12/23/2017
Crawford County Correctional Facility	2100 Independence Dr.	Saegertown	PA	219	22	$100,000 - $499,999	2/1/2017	1/31/2019
Crawford County Jail	203 S Jefferson	Robinson	IL	36	4	$25,000 - $49,999	9/20/2016	9/20/2019
Crawford County Jail	1200 Broadway Bldg. 2	Denison	IA	30	3	<$24,999	6/8/2017	6/8/2018
Crittenden County	208 W Carlisle St	Marion	KY	133	13	$100,000 - $499,999	11/5/2010	11/4/2023
Crook County Detention Facility	309 Cleveland St	Sundance	WY	12	1	<$24,999	8/11/2017	8/11/2018
CT DOC	24 Wolcott Hill Rd	Wethersfield	CT	20,827	2,083	$10,000,000+	3/1/2012	2/28/2019
Cumberland County Jail	50 County Way	Portland	ME	450	45	$100,000 - $499,999	3/11/2016	3/10/2019
Cumberland County Justice Center	90 Justice Center Dr. S	Crossville	TN	222	22	$100,000 - $499,999	6/10/2016	6/9/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Curry County	801 Mitchell St	Clovis	NM	222	22	$100,000 - $499,999	9/13/2016	9/12/2017
Custer County Jail	1010 Main St	Miles City	MT	17	2	$25,000 - $49,999	4/26/2013	4/26/2023
Custer County Jail	130 S 9th St. PO Box 344	Challis	ID	3	1	<$24,999	2/14/2013	2/13/2018
Cuyahoga County Corrections Center	1215 W 3rd St	Cleveland	OH	2,150	215	$1,000,000 - $2,999,999	9/6/2016	9/4/2024
Daggett County Jail	2350 W Hwy 43 Mp5	Manila	UT	105	11	<$24,999	7/9/2016	7/9/2017
Dakota County Jail	1601 Broadway, PO Box 305	Dakota City	NE	98	10	$100,000 - $499,999	5/4/2015	5/3/2020
Dakota County Sheriff's Dept.	1580 W Hwy 55	Hastings	MN	264	26	$25,000 - $49,999	6/12/2017	12/31/2020
Dakota Women's Correctional And Rehabilitation Center	440 Mckenzie Ave E	New England	ND	128	13	$75,000 - $99,999	8/20/2010	8/19/2015
Dale County Jail	Po Box 279	Ozark	AL	70	7	$100,000 - $499,999	2/1/2013	2/1/2016
Dallas County	600 Commerce St., George Allen Court Bldg.	Dallas	TX	6,151	615	$5,000,000 - $9,999,999	11/11/2017	11/11/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Dare County Detention Center	1044 Driftwood Dr. PO Box 2179	Manteo	NC	133	13	$75,000 - $99,999	8/21/2014	8/20/2017
Darke County Jail	5185 County Home Rd	Greenville	OH	36	4	$25,000 - $49,999	6/14/2017	6/14/2018
Darlington County Detention Center	2349 Rogers Rd	Darlington	SC	173	17	$100,000 - $499,999	4/11/2013	8/10/2017
Daviess County Jail	101 Ne 4th	Washington	IN	260	26	$100,000 - $499,999	1/9/2012	1/8/2018
Davis CCA	3297 N 369 Rd	Holdenville	OK	1,700	170	$1,000,000 - $2,999,999	1/1/2017	12/31/2017
Davis County Jail	800 W State St. PO Box 130	Farmington	UT	750	75	$50,000 - $74,999	12/10/2002	1/9/2016
Davison County Jail	1015 S Miller Ave	Mitchell	SD	35	4	$25,000 - $49,999	12/31/2016	12/31/2017
De Baca County Detention Center	248 Ave C Po Box 927	Ft Sumner	NM	8	1	<$24,999	8/5/2010	8/4/2014
Decatur County	119 E Railroad St	Greensburg	IN	55	6	$100,000 - $499,999	5/26/2015	5/25/2019
Decatur County Jail	138 E Main St. PO Box 427	Decaturville	TN	37	4	$25,000 - $49,999	7/31/2012	7/30/2021
DeKalb County Jail	215 E 8th St	Auburn	IN	95	10	$100,000 -	3/18/2015	1/17/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$499,999		
DeKalb County Jail	100 Public Sq.	Smithville	TN	69	7	$75,000 - $99,999	10/13/2011	10/12/2020
DeKalb County Sheriff's Office	4415 Memorial Dr.	Decatur	GA	2,664	266	$1,000,000 - $2,999,999	4/1/2017	12/31/2017
Del City Police Dept.	4517 SW 29th St	Del City	OK	5	1	<$24,999	8/2/2017	8/2/2018
Del Norte County Jail	650 5th St	Crescent City	CA	137	14	$75,000 - $99,999	7/31/2017	7/31/2018
Delta County Correctional Facility	111 N 3rd St	Escanaba	MI	91	9	$100,000 - $499,999	12/12/2005	12/12/2016
Delta County Sheriff's Office	555 Palmer St	Delta	CO	65	7	$25,000 - $49,999	2/18/2014	2/17/2019
Denton County	127 N Woodrow Ln	Denton	TX	1,157	116	$1,000,000 - $2,999,999	10/31/2017	10/31/2018
Denver County Jail	10500 Smith Rd. PO Box 1108	Denver	CO	2,181	218	$1,000,000 - $2,999,999	9/1/2013	8/31/2018
Desoto City Jail	714 E Belt Line Rd	Desoto	TX	19	2	$75,000 - $99,999	5/29/2015	5/28/2018
Desoto County Sheriff's Office	365 Losher St Ste 300	Hernando	MS	318	32	$100,000 - $499,999	10/18/2012	10/17/2019

Current Customer List

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Detroit Madison Center	421 Madison Ctr.	Detroit	MI	50	5	<$24,999	11/10/2016	11/10/2017
Dewitt County Sheriff's Office	101 W Washington	Clinton	IL	52	5	<$24,999	3/1/2013	2/28/2018
Dickinson County Jail	109 E 1st	Abilene	KS	32	3	$25,000 - $49,999	6/8/2015	6/7/2019
Dickinson County Jail	300 E D St	Iron Mountain	MI	71	7	$75,000 - $99,999	9/28/2016	9/27/2021
Dillon County Detention Center	1027 Old Latta Rd	Dillion	SC	150	15	$100,000 - $499,999	8/16/2009	8/15/2017
Dorchester County Detention Center	829 Fieldcrest Rd	Cambridge	MD	206	21	$100,000 - $499,999	10/4/2013	10/3/2016
Douglas County	1625 8th St. PO Box 218	Minden	NV	70	7	$75,000 - $99,999	9/14/2015	9/13/2020
Douglas County Jail	920 S Washington	Tuscola	IL	26	3	$25,000 - $49,999	6/10/2016	6/9/2021
Dubois County Security Center	255 Brucke Strasse	Jasper	IN	68	7	$75,000 - $99,999	3/11/2015	3/11/2019
Dukes County Jail	149 Upper Main St. PO Box 252	Edgartown	MA	36	4	$25,000 - $49,999	2/7/2013	2/6/2018
Duval County Jail	401 E Collins St	San Diego	TX	28	3	$25,000 - $49,999	10/5/2013	10/4/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
East Carroll Parish	9450 Hwy 65 S	Lake Providence	LA	1,326	133	$1,000,000 - $2,999,999	4/28/2017	5/28/2017
Eastern Ohio Correctional Center	470 St Rte. 43	Wintersville	OH	105	11	$100,000 - $499,999	3/20/2017	3/19/2022
Eaton County Sheriff's Dept.	1025 Independence Blvd	Charlotte	MI	237	24	$100,000 - $499,999	3/20/2015	3/19/2016
Eau Claire County Jail	728 2nd Ave	Eau Claire	WI	287	29	$100,000 - $499,999	2/28/2014	2/27/2018
Ector County Detention Center	2500 S Hwy 385	Odessa	TX	642	64	$1,000,000 - $2,999,999	3/12/2017	3/11/2020
Eddy County Adult Detention Center	201 N Main St	Carlsbad	NM	285	29	$100,000 - $499,999	2/21/2012	2/20/2016
Edgefield County Jail	200 Railroad St	Edgefield	SC	40	4	$50,000 - $74,999	2/2/2015	2/1/2018
Edwards County Jail	312 S Massachusetts Ave	Kinsley	KS	4	1	<$24,999	12/19/2014	12/18/2019
Elbert County Jail	751 Ute St. PO Box 486	Kiowa	CO	32	3	<$24,999	3/12/2015	3/11/2018
Elk County Jail	100 N Cedar, PO Box 127	Howard	KS	5	1	<$24,999	2/14/2013	2/13/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Elkhart County Community Corrections	201 N Cottage Ave	Goshen	IN	300	30	$100,000 - $499,999	6/20/2014	6/19/2017
Elkhart County Correctional Complex	26861 County Rd 26	Elkhart	IN	837	84	$1,000,000 - $2,999,999	7/9/2007	7/8/2018
Elkhart Police Dept.	175 Waterfall Dr.	Elkhart	IN	25	3	<$24,999	9/8/2015	9/7/2019
Ellsworth County Jail	212 N Kansas	Ellsworth	KS	14	1	<$24,999	4/15/2015	4/14/2018
Elmore County Jail	8955 Us Hwy 231 N	Wetumpka	AL	235	24	$100,000 - $499,999	8/3/2016	8/3/2019
Emery County Jail	1850 N Desbee Dove Rd	Castledale	UT	24	2	$50,000 - $74,999	10/3/2017	10/3/2018
Emmet County Sheriff's Office	450 Bay St	Petoskey	MI	90	9	$75,000 - $99,999	6/16/2011	6/15/2021
Erie County Jail	2800 Columbus Ave	Sandusky	OH	132	13	$100,000 - $499,999	1/13/2016	1/12/2020
Erie County Prison	1618 Ash St	Erie	PA	679	68	$500,000 - $999,999	8/1/2013	7/31/2021
Escambia County Road Prison	601 Hwy 297a	Cantonment	FL	225	23	$100,000 - $499,999	12/8/2017	12/8/2018
Essex County Jail	702 Stowersville Rd	Lewis	NY	81	8	<$24,999	11/1/2014	10/31/2016

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Essex County Sheriff's Dept.	20 Manning Ave	Middleton	MA	1,674	167	$1,000,000 - $2,999,999	8/8/2011	1/7/2016
Estill County Jail	103 Court St	Irvine	KY	18	2	<$24,999	6/30/2017	6/29/2021
Eufaula City Jail	545 E Barbour St	Eufaula	AL	15	2	<$24,999	3/28/2016	3/27/2020
Eureka County Jail	411 N Main St. PO Box 736	Eureka	NV	5	1	<$24,999	12/14/2014	12/13/2017
Fairborn City Police Dept.	70 W Hebble Ave	Fairborn	OH	20	2	<$24,999	4/22/2017	4/22/2018
Fairfield County	221 E Main St	Lancaster	OH	265	27	$100,000 - $499,999	7/8/2013	7/7/2018
Fall River County Jail	906 N River St	Hot Springs	SD	12	1	<$24,999	3/9/2016	3/8/2021
Fallon County Sheriff's Dept.	10 W Fallon Ave. PO Box 899	Baker	MT	8	1	<$24,999	7/25/2013	7/24/2018
Fannin County Jail	645 W 1st St	Blue Ridge	GA	84	8	$50,000 - $74,999	11/16/2012	11/15/2017
Fannin County Jail	2389 Silo Rd	Bonham	TX	513	51	$500,000 - $999,999	12/12/2016	12/12/2018
Fayette County Jail	145 Johnson Ave	Fayetteville	GA	404	40	$100,000 - $499,999	1/2/2015	1/1/2020
Fayette County	113 E Market St	Washington	OH	60	6	$75,000 -	3/3/2016	3/2/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Sheriff's Office		Courthouse				$99,999		
Fentress County Justice Center	100 Smith St S, PO Box 730	Jamestown	TN	40	4	$75,000 - $99,999	1/8/2017	1/7/2022
Fergus County Sheriff's Dept.	121 8th Ave S, PO Box 180	Lewistown	MT	10	1	<$24,999	1/29/2017	1/29/2018
Ferguson City Police Dept.	222 S Florissant St	Ferguson	MO	10	1	<$24,999	10/28/2009	10/27/2017
Festus City Police Dept.	100 Park Ave	Festus	MO	5	1	<$24,999	11/13/2007	11/12/2018
FL DOC	501 S Calhoun St	Tallahassee	FL	92,135	9,214	$10,000,000+	9/25/2007	3/24/2018
Flathead County Jail	800 S Main St	Kalispell	MT	95	10	$100,000 - $499,999	4/17/2014	4/17/2024
Flint Police Dept.	210 E 5th St	Flint	MI	150	15	$100,000 - $499,999	12/30/2015	12/29/2018
Florence County Jail	501 Lake Ave	Florence	WI	6	1	<$24,999	1/1/2015	12/31/2018
Floyd County Detention Center	151 S Central Ave	Prestonburg	KY	130	13	$100,000 - $499,999	12/2/2012	12/1/2018
Floyd County Jail	311 Hauss Sq.	New Albany	IN	305	31	$100,000 - $499,999	7/10/2014	7/31/2023
Ford County Detention Center	11311 E Comanche	Dodge City	KS	120	12	$100,000 - $499,999	6/5/2013	7/3/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Ford County Jail	235 N American	Paxton	IL	50	5	$50,000 - $74,999	2/14/2015	2/13/2020
Forest County Jail	100 S Park St	Crandon	WI	88	9	$100,000 - $499,999	2/27/2008	2/26/2020
Forks City Police Dept.	500 E Division St	Forks	WA	22	2	$25,000 - $49,999	3/14/2011	3/13/2020
Forrest County	316 Forrest St	Hattiesburg	MS	340	34	$100,000 - $499,999	6/5/2016	6/4/2021
Fort Bend County Correctional Facility	1410 Williams Way Blvd	Richmond	TX	877	88	$1,000,000 - $2,999,999	9/10/2013	9/9/2017
Franklin County	160 Elm St	Greenfield	MA	198	20	$100,000 - $499,999	7/1/2017	6/30/2020
Franklin County Corrections	400 Coffee Tree Rd	Frankfort	KY	256	26	$100,000 - $499,999	1/12/2016	1/11/2019
Franklin County Detention Center	285 T Kemp Rd	Louisburg	NC	125	13	$100,000 - $499,999	2/4/2016	2/3/2019
Franklin County Jail	371 Main St	Brookville	IN	75	8	$50,000 - $74,999	4/13/2017	4/13/2018
Fremont County Detention Center	100 Justice Center Rd	Canon City	CO	200	20	$100,000 - $499,999	1/1/2015	12/31/2019
Fresno County Juvenile	3333 E American	Fresno	CA	250	17	$25,000 -	12/1/2011	5/31/2012

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	Ave Ste B					$49,999		
Fulton County	901 Rice St	Atlanta	GA	2,750	275	$3,000,000 - $4,999,999	1/1/2017	12/31/2017
Fulton County Jail	268 W Washington	Lewistown	IL	60	6	$25,000 - $49,999	8/18/2015	8/17/2020
GA DOC	300 Patrol Rd	Forsyth	GA	52,431	5,243	$10,000,000+	9/22/2016	9/21/2020
Gadsden County Sheriffs Office	339 E Jefferson St, Zip 32351 Po Box 1709, Zip 32328	Quincy	FL	157	16	N/A	7/4/2017	7/3/2022
Garfield County Jail	375 N 700 W, PO Box 370	Panguitch	UT	95	10	$100,000 - $499,999	2/16/2017	2/16/2020
Garland County Detention Center	3564 Albert Pike Rd	Hot Springs	AR	270	27	$100,000 - $499,999	5/7/2015	5/6/2019
Garvin County Jail	201 W Grant St	Pauls Valley	OK	72	7	<$24,999	9/21/2017	9/21/2018
Genesee County Jail	1002 S Saginaw St	Flint	MI	575	58	$500,000 - $999,999	11/1/2012	1/30/2018
GEO - NM DOC - Lea Hobbs County Correctional Facility	6900 W Millen Dr.	Hobbs	NM	1,200	120	$500,000 - $999,999	8/1/2017	8/31/2017
GEO - NM DOC - Northeastern New	185 Dr. Michael Jenkins Rd	Clayton	NM	580	58	$100,000 - $499,999	8/1/2017	8/31/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Mexico Detention Facility								
GEO - NM DOC-Guadalupe County Corr. Facility	S Hwy 54	Santa Rosa	NM	600	60	$100,000 - $499,999	8/1/2017	8/31/2017
Georgetown County Detention Center	2394 Browns Ferry Rd	Georgetown	SC	232	23	$100,000 - $499,999	1/3/2016	1/2/2021
Gibson County Jail	112 E Emerson	Princeton	IN	100	10	$100,000 - $499,999	4/14/2008	4/13/2019
Gladwin County Jail	501 W Cedar Ave	Gladwin	MI	69	7	$50,000 - $74,999	8/10/2016	8/10/2019
Gogebic County Sheriff's Dept.	100 W Iron St	Bessemer	MI	28	3	$25,000 - $49,999	2/14/2011	2/13/2018
Goodhue County Sheriff's Dept.	430 W 6th St	Red Wing	MN	127	13	$100,000 - $499,999	11/6/2012	11/5/2017
Goshen County Detention Center	2120 E B St	Torrington	WY	25	3	$25,000 - $49,999	1/10/2015	1/9/2019
Grady County Jail	115 16th Ave Ne	Cairo	GA	125	13	$50,000 - $74,999	6/17/2017	6/17/2018
Grand County Jail	125 E Center St	Moab	UT	62	6	<$24,999	10/12/2017	10/10/2024
Grand Prairie Police	1525 Arkansas Ln	Grand Prairie	TX	114	11	$100,000 -	5/8/2013	5/7/2014

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Dept.						$499,999		
Grand Traverse County	320 Washington St	Traverse City	MI	160	16	$100,000 - $499,999	7/15/2013	7/14/2018
Grandview Police Dept.	207 W 2nd St	Grandview	WA	12	1	<$24,999	4/30/2014	4/29/2017
Granite City Jail	2330 Madison Ave	Granite City	IL	6	1	<$24,999	9/6/2013	9/5/2017
Grant County	214 E 4th St	Marion	IN	274	27	$100,000 - $499,999	3/4/2015	1/3/2019
Grant County Jail	1000 N Adams St	Lancaster	WI	43	4	$50,000 - $74,999	5/22/2014	5/21/2018
Grant County Jail	320 S Ridge Rd	Silver City	NM	70	7	$50,000 - $74,999	4/13/2016	4/13/2017
Gratiot County Jail	226 E Center	Ithaca	MI	70	7	$50,000 - $74,999	5/25/2016	5/24/2021
Gray County Jail	218 N Russell St	Pampa	TX	46	5	$50,000 - $74,999	7/7/2016	7/7/2017
Grayson County	5503 Airport Dr200 W Worsham - Sherman, TX	Denison	TX	470	47	$100,000 - $499,999	8/25/2017	8/24/2020
Green County Jail	2827 6th St	Monroe	WI	55	6	$50,000 - $74,999	2/14/2010	2/13/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Green Lake County Jail	571 County Rd A	Green Lake	WI	73	7	$50,000 - $74,999	1/17/2015	1/16/2020
Greene County Detention Center	120 E Depot St	Greeneville	TN	347	35	$100,000 - $499,999	1/9/2015	1/8/2019
Greene County Jail	1 Courthouse Sq.	Leakesville	MS	20	2	<$24,999	4/21/2014	4/20/2019
Greene County Prison	855 Rolling Meadows Rd	Waynesburg	PA	120	12	$75,000 - $99,999	10/5/2016	10/5/2017
Greene County Sheriff's Dept.	403 7th St	Carrollton	IL	13	1	$25,000 - $49,999	2/12/2017	2/12/2018
Greene County Sheriff's Dept.	204 Co Rd 70e	Bloomfield	IN	72	7	$75,000 - $99,999	4/2/2015	4/1/2019
Greenlee County Sheriff's Dept.	Hwy 191 Milepost 162.5	Clifton	AZ	25	3	<$24,999	8/3/2014	8/2/2019
Greenville County Detention Center	20 McGee St	Greenville	SC	1,161	116	$1,000,000 - $2,999,999	12/6/2013	6/5/2019
Greenwood County Jail	528 Edgefield St	Greenwood	SC	195	20	$100,000 - $499,999	8/23/2016	8/22/2017
Grenada County Detention Center	35 Doak St	Grenada	MS	131	13	$25,000 - $49,999	6/23/2015	6/22/2019
Grosse Pointe Park City	15115 E Jefferson St	Gross Pointe Park	MI	2	1	<$24,999	4/22/2017	4/22/2018

Proprietary and Confidential

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Grundy County Detention Center	610 Main St	Trenton	MO	16	2	$25,000 - $49,999	11/20/2012	11/19/2017
Grundy County Sheriff's Dept.	111 E Illinois St	Morris	IL	41	4	$75,000 - $99,999	11/29/2017	11/28/2022
Guernsey County Jail	601 Southgate Pkwy	Cambridge	OH	65	7	$100,000 - $499,999	7/8/2017	7/7/2021
Gunnison County Jail	510 Bidwell	Gunnison	CO	24	2	$25,000 - $49,999	11/18/2017	11/18/2018
Gwinnett County Correctional Complex	750 Hi Hope Rd	Lawrenceville	GA	800	80	$75,000 - $99,999	4/12/2017	4/11/2018
Gwinnett County Sheriff's Office	2900 University Pkwy	Lawrenceville	GA	2,195	220	$1,000,000 - $2,999,999	7/15/2017	7/14/2018
Hale County Sheriff's Dept.	1900 S Columbia St	Plainview	TX	110	11	$100,000 - $499,999	1/19/2015	1/18/2018
Hall County	1700 Barber Rd	Gainesville	GA	1,179	118	$1,000,000 - $2,999,999	12/27/2015	12/26/2018
Hall County DOC	110 Public Safety Dr.	Grand Island	NE	250	25	$100,000 - $499,999	7/8/2011	7/8/2020
Hall County Jail	200 E Harrison, Ste 7	Memphis	TX	9	1	<$24,999	8/9/2017	8/9/2018
Hamblen County Jail	510 Allison St	Morristown	TN	307	31	$100,000 -	7/14/2016	7/13/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$499,999		
Hamilton County Jail	601 Walnut St	Chattanooga	TN	550	55	$1,000,000 - $2,999,999	12/5/2014	12/4/2019
Hamilton County Law Enforcement Center	1108 S Rice St	Hamilton	TX	18	2	<$24,999	4/27/2013	4/26/2018
Hammond City Jail	509 Douglas St	Hammond	IN	15	2	$25,000 - $49,999	8/10/2006	8/9/2017
Hampton City Jail	1928 Pembroke Ave	Hampton	VA	368	37	$500,000 - $999,999	12/27/2016	12/27/2017
Hampton County Jail	409 Cemetary Rd	Varnville	SC	48	5	$50,000 - $74,999	1/18/2017	1/18/2018
Hampton Roads Regional Jail	2690 Elmhurst Ln	Portsmouth	VA	1,300	130	$1,000,000 - $2,999,999	3/1/2017	2/28/2018
Hancock County Jail	265 New Jail St. Rt. 3 Box 15	Sneedville	TN	93	9	$25,000 - $49,999	11/5/2013	11/4/2017
Hancock County Jail	50 State St	Ellsworth	ME	45	5	$50,000 - $74,999	11/30/2015	12/11/2021
Hancock County Sheriff's Office	200 W Crawford St	Findlay	OH	91	9	$100,000 - $499,999	3/14/2017	3/14/2018
Hancock County Sheriff's Office	8450 Hwy 90	Bay St Louis	MS	183	18	$100,000 - $499,999	4/14/2015	4/12/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Hardee County Jail	900 E Summit St	Wauchula	FL	152	15	$100,000 - $499,999	1/25/2016	1/23/2021
Hardin County	100 Lawson Blvd	Elizabethtown	KY	572	57	$500,000 - $999,999	3/27/2012	3/26/2019
Hardin County Sheriff's Dept.	525 Water St	Savannah	TN	106	11	$100,000 - $499,999	5/25/2017	5/25/2018
Harris County Prison	9982 Hwy 16	Hamilton	GA	108	11	$100,000 - $499,999	8/29/2017	8/29/2018
Harrison County Jail	114 Court St	Cadiz	OH	12	1	<$24,999	3/28/2016	3/27/2017
Harrison County Sheriff's Dept.	10451 Larkin Smith Dr.	Gulfport	MS	498	50	$500,000 - $999,999	6/17/2014	6/16/2019
Hays County Juvenile Facility	2250 Clovis Barker Rd	San Marcos	TX	70	5	<$24,999	8/9/2017	8/9/2018
Hays County Law Enforcement Center	1307 Old Uhland Rd	San Marcos	TX	310	31	$500,000 - $999,999	6/15/2017	6/15/2018
Heart Of America Correctional & Treatment Center	110 Industrial Dr.	Rugby	ND	106	11	$100,000 - $499,999	6/14/2017	6/13/2022
Hemet City Police Dept.	450 E Latham Ave	Hemet	CA	10	1	<$24,999	12/2/2010	12/1/2018
Henderson County	380 Borax Dr.	Henderson	KY	612	61	$500,000 - $999,999	1/1/2015	12/31/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Henderson County Detention Center	170 Justice Dr.	Lexington	TN	150	15	$100,000 - $499,999	3/29/2016	3/29/2017
Henderson County Sheriff's Dept.	113n 4th St4th And Warren	Oquawka	IL	14	1	<$24,999	11/6/2014	11/5/2018
Henderson Detention Center	243 Water St	Henderson	NV	490	49	$500,000 - $999,999	6/3/2015	6/2/2020
Hendricks County Work Release	200 E Campus Blvd	Danville	IN	33	3	<$24,999	9/14/2015	9/13/2018
Hennepin County Adult Detention Center	401 S 4th Ave Ste 100	Minneapolis	MN	1,222	122	$1,000,000 - $2,999,999	9/1/2015	8/30/2020
Henry County	120 Henry Pkwy	Mcdonough	GA	648	65	$500,000 - $999,999	5/30/2014	12/31/2017
Henry County Jail	311 W Center St	Cambridge	IL	132	13	$100,000 - $499,999	11/3/2014	11/4/2018
Hidalgo County Adult Detention Center	701 El Cibolo Rd	Edinburg	TX	1,092	109	N/A	11/5/2016	11/4/2018
Hidalgo County Detention Center	83 Old Hwy 70po Box 339	Lordsburg	NM	29	3	$25,000 - $49,999	6/20/2016	6/19/2020
Hill County Detention Facility	1450 2nd St W	Havre	MT	62	6	$25,000 - $49,999	9/2/2017	9/2/2018
Hill Finklea Detention	300 California Ave	Moncks Corner	SC	325	33	$500,000 -	4/27/2017	4/27/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Center						$999,999		
Hinds County	407 E Pascagoula St	Jackson	MS	1,245	125	$75,000 - $99,999	5/9/2017	5/8/2022
Hobbs Police Dept. City Jail	301 N Dalmont	Hobbs	NM	40	4	$25,000 - $49,999	4/19/2015	4/18/2017
Hoke County	125 Edinborough Ave	Raeford	NC	176	18	$100,000 - $499,999	11/9/2015	11/8/2017
Holland Police Dept.	89 W 8th St	Holland	MI	12	1	<$24,999	9/30/2015	9/29/2018
Holmes County Jail	8105 Township Rd 574po Box 5000	Holmesville	OH	38	4	$25,000 - $49,999	3/6/2017	3/6/2018
Hopkins County Jail	298 Rosemont St	Sulphur Springs	TX	94	9	$100,000 - $499,999	1/28/2013	1/29/2020
Horry County - J Reuben Long Detention Center	4150 J Reuben Long Ave	Conway	SC	710	71	$500,000 - $999,999	4/5/2013	4/4/2018
Hot Springs County Detention Center	417 Arapahoe St	Thermopolis	WY	16	2	<$24,999	4/5/2017	4/5/2018
Houghton County	403 E Houghton Ave	Houghton	MI	98	10	$25,000 - $49,999	10/24/2012	10/23/2017
Hudspeth County Sheriff's Office	525 N Wilson St. PO Box 39	Sierra Blanca	TX	119	12	$100,000 - $499,999	11/5/2016	11/5/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Huerfano County Jail	500 S Albert	Walsenburg	CO	35	4	<$24,999	6/20/2016	6/19/2020
Hueytown City Police Dept.	1318 Hueytown Rd	Hueytown	AL	22	2	<$24,999	2/16/2010	2/15/2015
Humboldt County Sheriff's Office	801 E Fairgrounds Rd	Winnemucca	NV	48	5	$50,000 - $74,999	3/14/2016	3/13/2017
Humphreys County Jail	107 S Hayden St	Belzoni	MS	16	2	<$24,999	4/2/2017	4/2/2018
Idaho County Jail	320 W Main	Grangeville	ID	12	1	<$24,999	1/17/2017	1/17/2018
IL DOC	1301 Concordia Ct	Springfield	IL	49,643	4,964	$10,000,000+	7/1/2017	6/30/2018
Ingham County Jail	640 N Cedar St	Mason	MI	615	62	$500,000 - $999,999	2/1/2009	1/29/2023
Inyo County Jail	550 S Clay	Independence	CA	67	7	$50,000 - $74,999	10/20/2015	10/19/2018
Ionia County Jail	133 E Adams St	Ionia	MI	141	14	$100,000 - $499,999	1/15/2014	1/14/2017
Iosco County Sheriff's Dept.	428 Lake St	Tawas City	MI	73	7	$25,000 - $49,999	7/3/2012	1/2/2021
Iredell County	610 E Center Ave	Mooresville	NC	260	26	$100,000 - $499,999	2/22/2017	2/22/2018
Iron County Jail	2136 N Main St	Cedar City	UT	150	15	$100,000 - $499,999	10/27/2013	10/26/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Iron County Jail	300 Taconite St	Hurley	WI	8	1	<$24,999	5/24/2016	5/23/2020
Iron County Sheriff's Dept.	2 S 6th St	Crystal Falls	MI	27	3	$25,000 - $49,999	10/28/2011	10/27/2016
Iroquois County Jail	550 S 10th St. PO Box 67	Watseka	IL	48	5	$25,000 - $49,999	1/27/2017	1/27/2020
Irving City Police Dept.	305 N O'Connor Rd	Irving	TX	39	4	$75,000 - $99,999	4/20/2017	4/20/2018
Isabella County Jail	207 Court St	Mount Pleasant	MI	196	20	$100,000 - $499,999	12/21/2016	12/20/2021
Island County Jail	503 N Main St. PO Box 5000	Coupeville	WA	51	5	$75,000 - $99,999	4/5/2007	4/4/2012
Island County Juvenile Detention Facility	502 N Main St. PO Box 5000	Coupeville	WA	21	1	<$24,999	11/11/2016	12/11/2016
Jack County Jail	1432 FM 3344	Jacksboro	TX	45	5	<$24,999	9/7/2016	9/6/2017
Jackson County	212 W Wesley St	Jackson	MI	443	44	$500,000 - $999,999	6/21/2017	6/20/2021
Jackson County Adult Detention Center	65 Bruce Evans Dr.	Pascagoula	MS	250	25	$100,000 - $499,999	8/1/2015	7/31/2020
Jackson County Correctional	350 Portsmouth St	Jackson	OH	87	9	$50,000 - $74,999	7/1/2016	7/1/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Jackson County Jail	2737 Penn Ave	Marianna	FL	205	21	$100,000 - $499,999	12/30/2012	4/29/2018
Jackson County Sheriff's Dept.	1001 Mulberry St	Murphysboro	IL	180	18	$100,000 - $499,999	1/1/2013	12/31/2022
Jasper County Detention Center	12008 N Jacob Smart Blvd., PO Drawer 2140	Ridgeland	SC	66	7	$75,000 - $99,999	3/28/2017	3/28/2018
Jasper County Jail	29 W 8th Ave. PO Box 464	Bay Springs	MS	30	3	$25,000 - $49,999	3/21/2016	3/20/2020
Jasper County Law Enforcement Center	101 Burch St	Jasper	TX	97	10	$100,000 - $499,999	4/14/2013	4/13/2018
Jefferson Correctional Institution	1159 Clarks Mill Rd	Louisville	GA	178	18	$25,000 - $49,999	3/12/2015	3/10/2020
Jefferson County	765 Justice Center Dr.	Dandridge	TN	263	26	$100,000 - $499,999	5/6/2016	5/5/2017
Jefferson County	510 First St	Hillsboro	MO	284	28	$100,000 - $499,999	1/1/2015	12/31/2018
Jefferson County	911 Clarks Mill Rd	Louisville	GA	188	19	$75,000 - $99,999	1/4/2015	1/3/2019
Jefferson County Jail	317 S Walnut St	Madison	IN	100	10	$100,000 - $499,999	3/31/2011	3/31/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Jefferson County Jail	411 S Center Ave	Jefferson	WI	160	16	$100,000 - $499,999	5/9/2016	5/8/2017
Jefferson County Sheriff's Detention Facility	200 Jefferson County Pkwy	Golden	CO	1,610	161	$1,000,000 - $2,999,999	1/1/2017	1/1/2018
Jefferson County Sheriff's Office	675 NW Cherry Ln	Madras	OR	96	10	$75,000 - $99,999	4/9/2016	4/8/2019
Jefferson County Sheriff's Office	110 S Washington, PO Box 588	Boulder	MT	18	2	<$24,999	11/10/2017	11/10/2018
Jefferson Parish	100 Dolhonde St	Gretna	LA	900	90	$1,000,000 - $2,999,999	9/18/2015	9/17/2019
Jennings Adult Correctional Facility	5445 Jennings Station Rd	Jennings	MO	29	3	$100,000 - $499,999	5/22/2014	5/21/2019
Jersey County Jail	114 N Washington St	Jerseyville	IL	29	3	$25,000 - $49,999	5/16/2015	5/15/2020
Jim Hogg County	201 Old Cemetary Rd	Hebbronville	TX	30	3	$25,000 - $49,999	6/2/2017	6/2/2018
Johnson City Jail	601 E Main St	Johnson City	TN	87	9	$50,000 - $74,999	5/13/2014	5/12/2018
Johnson County	1091 Hospital Rd	Franklin	IN	317	32	$100,000 - $499,999	7/30/2011	7/29/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Johnson County Detention Center	301 Porter Industrial Rd	Clarksville	AR	76	8	$25,000 - $49,999	2/2/2015	2/1/2017
Johnston County Jail	127 S 2nd St. PO Box 1496	Smithfield	NC	215	22	$100,000 - $499,999	7/30/2013	7/29/2016
Jones County Jail	5178 Hwy 11 N	Ellisville	MS	193	19	$100,000 - $499,999	3/2/2015	3/1/2020
Juab County Jail	425 W Sheeplane Dr.	Nephi	UT	45	5	$25,000 - $49,999	9/4/2016	9/4/2017
Juneau County Jail	200 Oak St	Mauston	WI	60	6	$75,000 - $99,999	2/7/2013	2/6/2018
Kankakee County	3000 S Justice Way	Kankakee	IL	675	68	$500,000 - $999,999	1/27/2011	1/26/2023
Kansas City Police	1125 Locust St	Kansas City	MO	135	14	$25,000 - $49,999	5/2/2017	5/2/2018
Kaufman County Law Enforcement Center	1900 E Hwy 175po Drawer 849	Kaufman	TX	355	36	$500,000 - $999,999	7/24/2017	7/24/2018
Kendall County Jail	1102 Cornell Ln	Yorkville	IL	136	14	$100,000 - $499,999	1/10/2014	1/9/2021
Kenner Police Dept.	500 Veterans Blvd	Kenner	LA	40	4	$25,000 - $49,999	9/3/2016	10/3/2016
Kent County	300 Monroe St	Grand Rapids	MI	1,320	132	$1,000,000 -	8/7/2014	11/7/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$2,999,999		
Kentucky River Regional Jail	200 Justice Dr.	Hazard	KY	240	24	$100,000 - $499,999	9/22/2009	9/21/2017
Kimball County Sheriff's Office	114 E 3rd Ste 12	Kimball	NE	3	1	<$24,999	9/9/2016	9/8/2017
King County	500 5th Ave	Seattle	WA	2,089	209	$1,000,000 - $2,999,999	3/13/2014	3/12/2019
Kittitas County Sheriff's Office	205 W 5th St Ste 1	Ellensburg	WA	144	14	$100,000 - $499,999	5/29/2009	5/28/2019
Klamath County Sheriff's Office	3300 Vandenberg Rd	Klamath Falls	OR	135	14	$100,000 - $499,999	8/17/2004	8/16/2009
Knox County Jail	11540 Upper Gilchrist Rd	Mt Vernon	OH	68	7	$100,000 - $499,999	12/7/2015	12/6/2021
Knox County Jail	152 S Kellogg St	Galesburg	IL	76	8	$100,000 - $499,999	11/1/2013	10/30/2022
Knox County Jail	400 Main St	Knoxville	TN	1,172	117	$500,000 - $999,999	1/1/2016	12/31/2020
Kosciusko County Jail	221 W Main St	Warsaw	IN	270	27	$100,000 - $499,999	3/6/2016	3/5/2020
Kosciusko County Work Release	2605 E Center St	Warsaw	IN	20	2	<$24,999	6/29/2017	6/29/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
KY DOC	275 E Main St. PO Box 2400	Frankfort	KY	13,973	1,397	$5,000,000 - $9,999,999	5/31/2017	5/31/2018
La Crosse County Jail	333 Vine St	La Crosse	WI	189	19	$100,000 - $499,999	12/13/2011	6/1/2021
LA DOC	504 Mayflower St	Baton Rouge	LA	19,033	1,903	$5,000,000 - $9,999,999	3/9/2012	3/8/2020
La Salle County Jail	703 N Main St	Cotulla	TX	20	2	$25,000 - $49,999	4/30/2014	4/29/2018
Labette County Jail	718 5th St	Oswego	KS	50	5	$50,000 - $74,999	6/26/2017	6/26/2018
Lafayette County Detention Center	711 Jackson Ave	Oxford	MS	103	10	$100,000 - $499,999	6/20/2016	11/1/2021
Lagrange County Sheriff's Dept.	875 S State Rd 9	Lagrange	IN	243	24	$100,000 - $499,999	9/18/2015	9/17/2019
Lake County Adult Correctional Facility	20 S County	Waukegan	IL	673	67	$1,000,000 - $2,999,999	6/21/2016	6/20/2017
Lake County Detention Center	551 W Main St	Tavares	FL	1,687	169	$1,000,000 - $2,999,999	7/10/2017	7/9/2023
Lake County Detention Facility	106 4th Ave E	Polson	MT	39	4	$50,000 - $74,999	12/11/2015	12/10/2017
Lake County Sheriff's	505 Harrison Ave	Leadville	CO	14	1	<$24,999	3/29/2017	3/28/2022

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Dept.								
Lake Village Police Dept.	514 Church St	Lake Village	AR	9	1	<$24,999	8/24/2017	8/24/2019
Lamar County Jail	125 Brown Ave	Paris	TX	145	15	$100,000 - $499,999	8/26/2013	8/25/2018
Lamar County Jail	1118 County Rd 9	Vernon	AL	50	5	$50,000 - $74,999	11/3/2015	11/2/2018
Lamb County Jail	1214 E Waylon Jennings Blvd	Littlefield	TX	46	5	$25,000 - $49,999	3/23/2016	3/22/2019
Lancaster County	625 E King St	Lancaster	PA	1,066	107	$500,000 - $999,999	9/30/2015	9/29/2018
Lancaster County Jail	1941 Pageland Hwy, PO Box 908	Lancaster	SC	111	11	$100,000 - $499,999	2/22/2017	2/21/2021
Lancaster County Jail	8293 Mary Ball Rd	Lancaster	VA	27	3	$25,000 - $49,999	1/15/2013	1/14/2019
Lander County Sheriff's Office	2 State Rte. 305	Battle Mountain	NV	7	1	<$24,999	3/23/2012	3/22/2016
Lansing Police Dept.	120 W Michigan Ave	Lansing	MI	200	20	$50,000 - $74,999	3/2/2017	3/1/2022
Lapeer County	3231 John Conley Dr.	Lapeer	MI	123	12	$100,000 - $499,999	11/2/2015	10/31/2022

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
La Plata County Jail	742 Turner Dr.	Durango	CO	120	12	$100,000 - $499,999	6/27/2014	6/26/2020
LaPorte County Community Corrections	0368 S Zigler Rd	La Porte	IN	60	6	<$24,999	12/21/2014	12/20/2019
LaPorte County Jail	809 State St	LaPorte	IN	357	36	$100,000 - $499,999	5/7/2013	5/5/2017
Las Animas County Jail	2309 E Main St	Trinidad	CO	50	5	$25,000 - $49,999	9/2/2016	9/2/2017
Las Vegas City	3300 Stewart Ave	Las Vegas	NV	841	84	N/A	7/1/2014	6/30/2015
LaSalle Regional Detention Center	832 E TX Hwy 44	Encinal	TX	349	35	$100,000 - $499,999	5/7/2015	5/6/2020
Lassen County Jail	1405 Sheriff Cady Ln	Susanville	CA	115	12	$100,000 - $499,999	6/1/2007	5/31/2012
Lauderdale County Detention Center	2001 5th St	Meridian	MS	178	18	$100,000 - $499,999	4/29/2017	4/28/2021
Laurens County Jail	154 Templeton Rd. PO Box 329	Laurens	SC	215	22	$100,000 - $499,999	11/11/2012	11/10/2020
Lawrence County Jail	115 S 5th St	Ironton	OH	52	5	$75,000 - $99,999	5/22/2010	5/21/2015
Lawrence County Jail	1306 Lexington	Lawrenceville	IL	25	3	<$24,999	1/17/2013	1/16/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Lawrence County Sheriff's Office	1420 I St	Bedford	IN	168	17	$100,000 - $499,999	9/14/2015	9/13/2019
Lea County Detention Center	1401 S Commercial	Lovington	NM	382	38	$100,000 - $499,999	7/29/2016	7/28/2021
Leake County Correctional Facility	399 C O Brooks St	Carthage	MS	330	33	$100,000 - $499,999	5/20/2015	5/18/2020
Lebanon Community Correctional Center	128 Rogers St	Lebanon	VA	57	6	<$24,999	1/2/2017	1/1/2022
Lee County Sheriff Dept.	122 W 3rd St	Dixon	IL	47	5	$50,000 - $74,999	8/24/2015	8/23/2018
Lee's Summit City Police Dept.	10 Ne Tudor St	Lee's Summit	MO	8	1	<$24,999	4/17/2014	4/16/2018
Leflore County Sheriff's Dept.	3600 County Rd 540po Box 905	Greenwood	MS	73	7	$50,000 - $74,999	9/27/2017	9/27/2018
Leslie County Detention Center	493 Detention Rd	Hyden	KY	193	19	$100,000 - $499,999	3/30/2014	3/29/2018
Letcher County Jail	156 W Main St	Whitesburg	KY	62	6	$50,000 - $74,999	12/3/2015	12/2/2019
Levy County Jail	9150 Ne 80th Ave. PO Box 1719	Bronson	FL	115	12	N/A	11/15/2017	11/14/2022
Lewis & Clark County	221 Breckenridge	Helena	MT	76	8	$100,000 -	5/12/2017	5/12/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Detention Center	St					$499,999		
Lewis County Detention Center	26 Railroad St	Vanceburg	KY	44	4	$50,000 - $74,999	9/1/2014	6/30/2019
Lexington County Jail	521 Gibson Rd. PO Box 639	Lexington	SC	690	69	$1,000,000 - $2,999,999	7/1/2017	6/30/2021
Lexington Fayette Urban Detention	600 Old Frankfort Cir	Lexington	KY	1,251	125	$1,000,000 - $2,999,999	8/1/2011	8/1/2017
Liberty County	2400 Beaumont Ave. PO Box 10069	Liberty	TX	216	22	$100,000 - $499,999	2/19/2013	2/18/2016
Licking County Justice Center	155 E Main St	Newark	OH	223	22	$100,000 - $499,999	7/17/2006	7/17/2018
Limestone County	1221 E Yeagua St	Groesbeck	TX	1,394	139	$100,000 - $499,999	6/20/2016	6/19/2019
Lincoln County Detention Center	200 Airport Dr.	Carrizozo	NM	90	9	$75,000 - $99,999	9/23/2015	9/22/2016
Lincoln County Detention Center	700 John Howell Memorial Dr. PO Box 506	Lincolnton	NC	168	17	N/A	1/10/2014	1/9/2018
Lincoln County Jail	512 California Ave	Libby	MT	25	3	$25,000 - $49,999	2/25/2012	2/24/2017
Lincoln County Jail	225 Justice Way	Pioche	NV	96	10	$25,000 -	8/6/2012	2/5/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$49,999		
Lincoln County Jail	215 Justice St	Brookhaven	MS	64	6	$75,000 - $99,999	8/11/2012	8/10/2017
Lincoln County Jail	116 N 2nd St	Lincoln	KS	12	1	<$24,999	6/19/2013	6/18/2018
Lincoln County Sheriff's Dept.	1104 E 1st St	Merrill	WI	132	13	$100,000 - $499,999	3/31/2017	3/31/2018
Lincoln County Sheriff's Office	103 3rd Ave	Hugo	CO	25	3	$25,000 - $49,999	5/31/2016	5/30/2017
Lincoln County Sheriff's Office	145 School St. PO Box 970	Lincolnton	GA	77	8	$75,000 - $99,999	5/16/2017	5/15/2020
Livingston County Jail	4 Court St	Geneseo	NY	145	15	<$24,999	7/18/2012	7/17/2017
Logan County Detention Center	304 W 3rd St	Russellville	KY	180	18	$100,000 - $499,999	12/8/2012	12/7/2016
Logan County Jail	110 River View Rd	Sterling	CO	114	11	$100,000 - $499,999	12/10/2016	12/10/2017
Logan County Jail	911 Pekin St	Lincoln	IL	37	4	$75,000 - $99,999	1/15/2013	1/14/2020
Logan County Juvenile Detention Center	104 S Madriver	Bellefontaine	OH	7	1	<$24,999	12/6/2016	12/6/2017
Logan County Sheriff's	284 Cr 32 S	Bellefontaine	OH	65	7	$100,000 -	4/20/2011	4/19/2016

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Office						$499,999		
Lompoc City Jail	107 Civic Center Plaza	Lompoc	CA	12	1	<$24,999	3/10/2013	1/9/2018
Lorain Police Dept.	200 W Erie Ave	Lorain	OH	8	1	$25,000 - $49,999	12/6/2016	12/6/2018
Los Alamos Police Dept.	2500 Trinity Dr.	Los Alamos	NM	17	2	<$24,999	12/15/2014	5/14/2019
Louisville / Jefferson County Metro Govt	400 S 6th St	Louisville	KY	2,269	227	$1,000,000 - $2,999,999	11/16/2011	1/31/2018
Lowndes County Adult Detention Center	527 Martin Luther King Jr Dr. S	Columbus	MS	224	22	$100,000 - $499,999	2/14/2016	2/12/2021
Lyon County Jail	911 Harvey Way	Yerington	NV	82	8	$100,000 - $499,999	11/30/2015	11/29/2020
Mackinac County Jail	100 S Marley St	St Ignace	MI	14	1	$25,000 - $49,999	3/30/2015	3/29/2020
Macon County Detention Center	1820 Lake Side Dr.	Franklin	NC	48	5	$50,000 - $74,999	5/27/2009	5/27/2017
Macon County Jail	333 S Franklin St	Decatur	IL	388	39	$500,000 - $999,999	12/1/2016	11/30/2021
Macon County Jail	100 Crescent St. PO Box 345	Oglethorpe	GA	68	7	<$24,999	10/9/2017	10/9/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Madera County DOC	14191 Rd 28	Madera	CA	392	39	$100,000 - $499,999	5/31/2013	6/30/2020
Madison County Detention Center	348 Medical Park Dr.	Marshall	NC	60	6	$50,000 - $74,999	10/20/2015	2/11/2020
Madison County Detention Center	2935 Hwy 51	Canton	MS	317	32	$500,000 - $999,999	5/22/2014	5/22/2022
Madison County Jail	823 SW Pinckney St	Madison	FL	45	5	$100,000 - $499,999	11/21/2012	11/20/2017
Madison County Jail	405 Randle St	Edwardsville	IL	270	27	$100,000 - $499,999	6/21/2011	6/19/2016
Madison County Sheriff's Dept.	720 Central Ave	Anderson	IN	260	26	$100,000 - $499,999	4/24/2015	4/23/2019
Madison County Sheriff's Dept.	2005 E Main	Madisonville	TX	17	2	$50,000 - $74,999	1/20/2017	1/20/2018
Mahaska County Jail	106 S 1st St	Oskaloosa	IA	39	4	$25,000 - $49,999	9/1/2016	8/31/2021
Manitowoc County Sheriff's Dept.	1025 S 9th St	Manitowoc	WI	148	15	$100,000 - $499,999	3/2/2016	3/1/2019
Maple Heights Police Dept.	5373 Lee Rd	Maple Heights	OH	16	2	<$24,999	3/2/2017	3/2/2018
Marathon County Jail	500 Forest St	Wausau	WI	284	28	$100,000 -	7/26/2013	7/25/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$499,999		
Maricopa County Jail System	100 W Washington Ste 1900	Phoenix	AZ	8,037	804	$500,000 - $999,999	11/6/2013	11/5/2018
Marion County Jail	700 NW 30th Ave	Ocala	FL	1,348	135	$1,000,000 - $2,999,999	5/15/2008	5/15/2020
Marion County Jail	5 N Oak Ave	Jasper	TN	150	15	$100,000 - $499,999	5/9/2012	5/8/2021
Marion County Jail	211 N Godfrey Ln	Knoxville	IA	38	4	$25,000 - $49,999	11/21/2009	11/20/2018
Marion County Jail	491 Hwy 62 W	Yellville	AR	12	1	<$24,999	12/3/2010	12/2/2017
Marion County Juvenile Detention Center	2451 N Keystone Ave	Indianapolis	IN	144	10	$50,000 - $74,999	9/13/2014	9/12/2016
Marion County Sheriff's Dept.	Hwy 41 N, PO Box 32	Buena Vista	GA	15	2	<$24,999	8/15/2013	8/14/2018
Marquette County	236 W Baraga Ave	Marquette	MI	86	9	$100,000 - $499,999	7/18/2017	7/17/2022
Marshall County Sheriff's Dept.	520 6th St	Lacon	IL	16	2	<$24,999	9/30/2012	9/29/2017
Marysville City Jail	1635 Grove St	Marysville	WA	40	4	$25,000 - $49,999	5/31/2017	5/31/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Mason County Jail	411 N 4th St	Shelton	WA	110	11	$75,000 - $99,999	8/31/2017	8/30/2022
Mason County Sheriff's Dept.	102 W Market	Havana	IL	44	4	$25,000 - $49,999	7/30/2014	7/29/2019
Massac County Sheriff's Dept.	515 Market St	Metropolis	IL	32	3	$25,000 - $49,999	8/29/2009	8/28/2019
Mcdonough County Jail	110 S McArthur St	Macomb	IL	49	5	$25,000 - $49,999	2/25/2016	2/24/2020
McDuffie County Sheriff's Office	751 Public Safety Dr.	Thomson	GA	218	22	$100,000 - $499,999	2/9/2013	2/8/2018
Mclean County Jail	104 W Front St	Bloomington	IL	228	23	$100,000 - $499,999	7/12/2017	7/12/2018
McLeod County Jail	801 E 10th St	Glencoe	MN	29	3	$25,000 - $49,999	12/6/2013	2/5/2024
McMinn County Jail	1319 S White St. PO Box 649	Athens	TN	318	32	$100,000 - $499,999	12/7/2016	12/7/2017
McPherson County Jail	1177 W Woodside St	McPherson	KS	41	4	$25,000 - $49,999	11/21/2014	11/20/2019
Meade County Jail	223 N Meade Ctr., PO Box 487	Meade	KS	8	1	$25,000 - $49,999	4/7/2014	4/6/2019
Medina County Jail	555 Independence	Medina	OH	209	21	$100,000 -	5/16/2013	5/15/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	Dr.					$499,999		
Medina County Juvenile Detention Center	655 Independence Dr.	Medina	OH	21	1	<$24,999	11/28/2013	11/28/2018
Meeker County Jail	326 N Ramsey Ave	Litchfield	MN	35	4	$25,000 - $49,999	8/14/2015	8/13/2017
Meigs County Jail	104 E 2nd St	Pomeroy	OH	5	1	<$24,999	8/30/2013	8/29/2018
Menard County Jail	315 S 6th St. PO Box 476	Petersburg	IL	27	3	<$24,999	12/17/2010	12/16/2017
Menard County Sheriff's Office	208 Tipton St. PO Box 307	Menard	TX	8	1	<$24,999	4/10/2014	4/9/2018
Menominee County Jail	831 10th Ave	Menominee	MI	51	5	$25,000 - $49,999	1/25/2017	1/24/2021
Mercer County Sheriff's Office	906 SW 3rd	Aledo	IL	102	10	$50,000 - $74,999	3/22/2017	3/21/2023
Mercer County Sheriff's Office	4835 SR29	Celina	OH	88	9	$75,000 - $99,999	7/20/2016	7/19/2019
Merrimack County DOC	314 Daniel Webster Hwy	Boscawen	NH	210	21	$100,000 - $499,999	5/12/2014	5/10/2022
Mesa County	215 Rice St	Grand Junction	CO	415	42	$500,000 - $999,999	1/2/2016	1/1/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Mesquite City Police Dept.	500 Hillside Dr.	Mesquite	NV	15	2	<$24,999	3/4/2017	3/3/2022
Mesquite Police Dept.	Po Box 850137	Mesquite	TX	26	3	$50,000 - $74,999	5/20/2015	5/19/2016
Miami County	201 W Main St	Troy	OH	355	36	$100,000 - $499,999	9/27/2016	9/27/2019
Middleport City Jail	659 Pearl St	Middleport	OH	7	1	$25,000 - $49,999	6/19/2017	6/19/2018
Middlesex County	40 Thorndike St	Cambridge	MA	1,400	140	$1,000,000 - $2,999,999	11/1/2016	6/30/2020
Midland County	115 W Industrial, PO Box 11287	Midland	TX	350	35	$500,000 - $999,999	9/9/2016	9/8/2021
Midland County Jail	101 Fast Ice Dr.	Midland	MI	268	27	$100,000 - $499,999	9/19/2013	9/18/2018
Midlothian City - Northern Ellis Emergency Dispatch	1150 N Hwy 67 Ste 300	Midlothian	TX	4	1	<$24,999	8/15/2013	8/14/2018
Millard County Jail	765 S Hwy 99	Fillmore	UT	86	9	$75,000 - $99,999	4/6/2017	4/6/2018
Mineral County Sheriff's Dept.	105 S A St Ste 4	Hawthorne	NV	22	2	$25,000 - $49,999	6/22/2016	6/21/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Missaukee County Sheriff's Office	110 S Pine St	Lake City	MI	34	3	$50,000 - $74,999	7/21/2017	7/20/2020
Mississippi County Detention Center	200 W Commercial	Charleston	MO	67	7	$100,000 - $499,999	9/16/2013	9/15/2020
Mississippi County Detention Center	685 N County Rd 599	Luxora	AR	167	17	$100,000 - $499,999	3/15/2013	3/14/2017
Mitchell County Jail	211 S 6th St	Osage	IA	5	1	<$24,999	10/5/2015	10/4/2019
MO DOC	2729 Plaza Dr. Po Box 236	Jefferson City	MO	31,875	3,188	$10,000,000+	6/28/2017	12/31/2017
Modoc County Jail	102 S Court St	Alturas	CA	30	3	<$24,999	6/24/2014	6/23/2018
Moffat County Jail	800 W 1st Ste 100	Craig	CO	92	9	$50,000 - $74,999	10/13/2010	10/11/2017
Moline Acres City Police Dept.	2449 Chambers Rd	Moline Acres	MO	4	1	<$24,999	1/2/2015	1/1/2019
Monett City Police Dept.	1901 E Cleveland Ave	Monett	MO	1	1	<$24,999	5/6/2017	5/6/2018
Moniteau County Jail	210 E North St	California	MO	16	2	N/A	1/16/2018	1/15/2022
Mono County Jail	25 Emmigrant St	Bridgeport	CA	40	4	$25,000 - $49,999	3/27/2016	3/27/2019
Monona County	909 7th St	Onawa	IA	6	1	<$24,999	4/30/2014	4/29/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Sheriff's Dept.								
Monroe County Correctional Facility	4250 Manor Dr.	Stroudsburg	PA	390	39	$100,000 - $499,999	3/9/2017	3/8/2022
Monroe County Detention Facility	160 Wilcox St	Monroeville	AL	72	7	$100,000 - $499,999	5/2/2014	5/1/2017
Monroe County Jail	225 E 3rd St	Waterloo	IL	18	2	$25,000 - $49,999	9/22/2008	9/21/2018
Monroe County Sheriff's Dept.	210 W Oak St	Sparta	WI	103	10	$100,000 - $499,999	12/17/2015	12/16/2018
Monroe County Sheriff's Dept.	130 Plymouth Ave	Rochester	NY	1,589	159	N/A	N/A	N/A
Montague County	100 Grand St. PO Box 127	Montague	TX	60	6	$50,000 - $74,999	1/3/2013	1/2/2019
Montcalm County	659 N State	Stanton	MI	134	13	$100,000 - $499,999	10/5/2010	12/4/2020
Montezuma County Jail	730 E Driscoll	Cortez	CO	104	10	$75,000 - $99,999	1/24/2016	1/22/2021
Montgomery County Sheriff's Dept.	1010 N Whitlock Ave	Crawfordsville	IN	192	19	$100,000 - $499,999	3/21/2011	3/21/2021
Montgomery County Sheriff's Office	206 Glen Rd	Troy	NC	285	29	$50,000 - $74,999	6/30/2014	6/29/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Montmorency Sheriff's Dept.	11045 M 32 W	Atlanta	MI	10	1	<$24,999	9/14/2013	9/13/2017
Montrose County Jail	1200 N Grand Ave	Montrose	CO	40	4	$100,000 - $499,999	8/25/2012	7/24/2017
Morehouse Parish	6444 Patey Rd	Collinston	LA	557	56	$100,000 - $499,999	6/29/2017	3/31/2024
Morgan County Jail	801 E Beaver Ave	Ft Morgan	CO	99	10	$100,000 - $499,999	5/2/2016	5/2/2017
Morgan County Jail	160 N Park Ave	Martinsville	IN	325	33	$100,000 - $499,999	1/2/2015	1/1/2019
Morgan County Jail	122 S Kingston St. PO Box 469	Wartburg	TN	51	5	$25,000 - $49,999	11/30/2015	11/29/2020
Morgan County Jail	300 W Court St	Jacksonville	IL	65	7	$25,000 - $49,999	5/12/2013	5/11/2018
MTC Gadsden Correctional Facility	6044 Greensboro Hwy	Quincy	FL	1,546	155	$500,000 - $999,999	8/1/2010	7/31/2015
Multi-County Correctional Center	1514 Victory Rd	Marion	OH	189	19	$100,000 - $499,999	5/19/2013	5/18/2028
Multi-County Juvenile Detention Center	923 Liberty Dr.	Lancaster	OH	38	3	<$24,999	3/20/2014	5/19/2018
Multnomah County	11540 Ne	Portland	OR	1,328	133	$1,000,000 -	10/1/2015	9/30/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	Inverness Dr.					$2,999,999		
Muscle Shoals City Jail	1000 Avalon Ave	Muscle Shoals	AL	28	3	<$24,999	9/16/2017	9/16/2018
Muskegon County Jail	25 W Walton Ave	Muskegon	MI	407	41	$500,000 - $999,999	11/15/2015	11/14/2017
Musselshell County Jail	820 Main St	Roundup	MT	5	1	<$24,999	7/1/2014	6/30/2019
Napa County	1125 Third St	Napa	CA	250	25	$100,000 - $499,999	3/16/2016	3/31/2018
Natrona County Jail	1100 Bruce Ln	Casper	WY	299	30	$100,000 - $499,999	12/29/2016	1/10/2022
ND DOC	3100 Railroad Ave. PO Box 1898	Bismarck	ND	1,538	154	$100,000 - $499,999	11/1/2016	10/31/2020
Nelson County Detention Center	810 W Stephen Foster Ave	Bardstown	KY	108	11	$100,000 - $499,999	2/9/2017	2/8/2021
Neshoba County Detention Center	920 Chestnut St	Philadelphia	MS	70	7	$50,000 - $74,999	5/22/2013	5/21/2017
Nevada County Jail	209 E 3rd St	Prescott	AR	8	1	$25,000 - $49,999	4/15/2014	4/14/2019
New Hanover County Detention Center	3950 A Juvenile Center Rd	Castle Hayne	NC	560	56	$500,000 - $999,999	7/1/2016	6/30/2017
New York City DOC	75-20 Astoria Blvd	East Elmhurst	NY	18,744	1,874	$5,000,000 -	10/1/2014	3/31/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$9,999,999		
Newaygo County Jail	300 Williams St	White Cloud	MI	258	26	$500,000 - $999,999	10/1/2014	9/30/2019
Newport News	224 26th St	Newport News	VA	614	61	$500,000 - $999,999	4/6/2016	4/5/2018
Newton County Jail	Po Box 395	Decatur	MS	24	2	$25,000 - $49,999	4/28/2013	4/27/2018
Newton County Jail	304 E Seymour St	Kentland	IN	77	8	$50,000 - $74,999	10/14/2014	10/13/2019
Nez Perce County Jail	1150 Wall St	Lewiston	ID	125	13	$100,000 - $499,999	9/26/2017	9/26/2018
Niagara County Jail	5526 Niagara St Ext	Lockport	NY	428	43	N/A	N/A	N/A
Niles Law Enforcement Complex	1600 Silverbrook	Niles	MI	9	1	<$24,999	5/6/2017	5/6/2018
NM DOC	1525 Morris Rd	Los Lunas	NM	3,818	382	$1,000,000 - $2,999,999	3/30/2016	3/31/2018
Noble County Sheriff's Office	420 Olive St	Caldwell	OH	12	1	$25,000 - $49,999	4/13/2016	4/12/2021
Nolan County Sheriff's Office	211 Avenger Field Rd	Sweetwater	TX	43	4	$75,000 - $99,999	1/28/2016	1/27/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
North Royalton City Police Dept.	14000 Bennett Rd	North Royalton	OH	11	1	<$24,999	6/2/2013	6/1/2018
Northern Neck Regional Jail	3908 Richmond Rd	Warsaw	VA	357	36	$500,000 - $999,999	1/13/2011	1/11/2016
Northwest Community Correctional Center	1740 E Gypsy Lane Rd	Bowling Green	OH	52	5	$75,000 - $99,999	3/22/2015	3/21/2019
Northwest Ohio Juvenile Detention Center	03389 County Rd 2425	Stryker	OH	30	2	<$24,999	1/12/2015	1/11/2018
Northwest Regional Corrections Center	816 Marin Ave Ste 110	Crookston	MN	160	16	$100,000 - $499,999	9/19/2016	9/19/2019
Nueces County Residential Services	745 N Padre Island Dr.	Corpus Christi	TX	125	13	<$24,999	8/6/2017	8/6/2019
Oconee County Law Enforcement Center	300 S Church St	Walhalla	SC	150	15	$100,000 - $499,999	1/19/2015	1/18/2020
Oconto County Jail	301 Washington St	Oconto	WI	53	5	$75,000 - $99,999	5/2/2012	5/1/2017
Ogemaw County Jail	806 Wright St	West Branch	MI	105	11	$100,000 - $499,999	10/7/2015	10/6/2020
Ogle County Jail	107 S 5th St	Oregon	IL	100	10	$75,000 - $99,999	5/30/2017	5/29/2022

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Okaloosa County Dept. Of Correctional Services	1200 E James Lee Blvd	Crestview	FL	625	63	$1,000,000 - $2,999,999	6/21/2016	9/30/2017
Oktibbeha County Jail	111 N Douglas L Connor Dr.	Starkville	MS	160	16	$75,000 - $99,999	6/5/2014	6/4/2018
Oldham County Jail	105 S Main St. PO Box 452	Vega	TX	10	1	<$24,999	1/23/2015	1/22/2018
Olmsted County Adult Detention Center	101 4th St Se	Rochester	MN	192	19	$50,000 - $74,999	3/2/2015	3/1/2016
Oneida County Jail	2000 E Winnebago St	Rhinelander	WI	86	9	$100,000 - $499,999	10/14/2013	10/13/2016
Ontario County Jail	3045 County Complex Rd	Canandaigua	NY	212	21	$100,000 - $499,999	10/26/2016	10/25/2018
Ontonagon County Jail	620 Conglomerate St	Ontonagon	MI	9	1	<$24,999	11/1/2016	10/31/2020
Orleans Parish	2800 Gravier St	New Orleans	LA	1,900	190	$1,000,000 - $2,999,999	11/12/2014	11/11/2017
Osborne County Jail	104 S 5th St. PO Box 235	Osborne	KS	5	1	<$24,999	8/26/2016	8/25/2017
Osceola Criminal Justice Center	401 W Keiser	Osceola	AR	16	2	<$24,999	10/31/2016	10/31/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Otero County Jail	1958 Dr. Martin Luther King Jr	Alamogordo	NM	274	27	$100,000 - $499,999	12/18/2015	12/17/2019
Otero County Jail	222 E 2nd St	La Junta	CO	30	3	$25,000 - $49,999	6/14/2014	6/13/2018
Otsego County Jail	124 S Court St	Gaylord	MI	30	3	$25,000 - $49,999	9/9/2013	9/8/2019
Ottawa County	315 Madison St	Port Clinton	OH	91	9	$100,000 - $499,999	8/4/2012	8/3/2018
Ottawa County Jail	28 B St Se	Miami	OK	120	12	$100,000 - $499,999	8/18/2015	8/17/2016
Ottawa County Jail	312 N Ottawa	Minneapolis	KS	53	5	$50,000 - $74,999	5/28/2015	5/27/2019
Ottawa County Jail	12130 Fillmore St	West Olive	MI	446	45	$500,000 - $999,999	1/24/2017	1/23/2022
Overland City Police Dept.	2410 Goodale Ave	Overland	MO	3	1	<$24,999	4/26/2017	4/26/2018
PA DOC	1920 Technology Pkwy	Mechanicsburg	PA	53,473	5,347	$10,000,000+	9/22/2014	9/21/2019
Palm Beach County	3228 Gun Club Rd	West Palm Beach	FL	4,142	414	$3,000,000 - $4,999,999	7/1/2015	6/30/2020
Panola County Sheriff's	300 James Rudd	Batesville	MS	80	8	$50,000 -	6/13/2016	6/12/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Dept.	Dr.					$74,999		
Park County Detention Center	1180 Co Rd 16	Fairplay	CO	250	25	$100,000 - $499,999	6/17/2014	6/16/2017
Park County Detention Center	1402 River View Dr.	Cody	WY	55	6	$75,000 - $99,999	4/27/2011	4/27/2018
Park County Detention Center	414 E Calendar St	Livingston	MT	17	2	<$24,999	7/23/2015	7/22/2018
Parma Police Dept.	5555 Powers Blvd	Parma	OH	23	2	$25,000 - $49,999	11/7/2015	11/5/2020
Passaic County Jail	11 Marshall St	Paterson	NJ	1,120	112	$1,000,000 - $2,999,999	12/13/2016	1/12/2017
Patrick County Jail	103 W Blue Ridge St. PO Box 128	Stuart	VA	85	9	$100,000 - $499,999	9/30/2014	9/29/2018
Paulding County Jail	500 E Perry St	Paulding	OH	24	2	<$24,999	6/16/2017	6/15/2022
Pender County Jail	104 N Walker St	Burgaw	NC	51	5	$75,000 - $99,999	8/15/2010	8/14/2014
Pennington County Sheriffs Office	307 St Joseph St	Rapid City	SD	558	56	$100,000 - $499,999	11/21/2016	11/20/2021
Perry County Jail	12 E Water St	Pinckneyville	IL	60	6	$50,000 - $74,999	3/1/2013	2/28/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Perry County Jail	202 Pickens St. PO Box 157	Marion	AL	20	2	<$24,999	4/24/2013	4/23/2018
Perry County Jail	103 1st St E, PO Box 228	New Augusta	MS	27	3	<$24,999	6/20/2016	6/19/2020
Pershing County Sheriff's Dept.	395 9th St	Lovelock	NV	15	2	$25,000 - $49,999	5/3/2016	5/2/2018
Phelps County	715 5th Ave	Holdrege	NE	40	4	$50,000 - $74,999	3/9/2013	3/8/2018
Phelps County Sheriff's Dept.	500 W 2nd St	Rolla	MO	142	14	$100,000 - $499,999	4/13/2012	4/12/2019
Piatt County Sheriff's Dept.	1216 Raymond Rd	Monticello	IL	76	8	$25,000 - $49,999	10/22/2016	10/21/2020
Picayune City Jail	328 S Main St	Picayune	MS	25	3	<$24,999	1/4/2014	1/3/2019
Pickaway County Jail	600 Island Rd. PO Box 340	Circleville	OH	75	8	$100,000 - $499,999	1/13/2016	1/11/2021
Pickens County	222 McDaniel Ave B-3	Pickens	SC	275	28	$100,000 - $499,999	12/15/2008	12/14/2018
Pickens County Jail	188 Cemetery St	Carrollton	AL	190	19	$100,000 - $499,999	11/21/2014	11/20/2017
Pierce County Detention Corrections	910 Tacoma Ave S	Tacoma	WA	1,169	117	$1,000,000 - $2,999,999	1/1/2017	1/31/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Center								
Pierce County Jail	432 W Main St. PO Box 9	Ellsworth	WI	25	3	<$24,999	4/4/2011	4/3/2016
Pike County Detention Center	2109 Jessie Hall Industrial Park Rd	Magnolia	MS	150	15	$100,000 - $499,999	3/3/2015	3/2/2020
Pike County Detention Center	1600 Business 54 W	Bowling Green	MO	34	3	$25,000 - $49,999	10/11/2015	10/10/2019
Pike County Jail	204 E Adams	Pittsfield	IL	46	5	$50,000 - $74,999	11/3/2015	11/2/2020
Pike County Sheriff's Dept.	89 Jackson St. PO Box 236	Zebulon	GA	30	3	<$24,999	3/25/2013	3/24/2018
Pinal County	971 N Jason Lopez Cir Bldg. C	Florence	AZ	1,714	171	$500,000 - $999,999	4/11/2015	1/29/2018
Plano Police Dept.	909 E 14th St	Plano	TX	12	1	$50,000 - $74,999	9/2/2016	9/2/2018
Platte County Detention Center	850 Maple St	Wheatland	WY	49	5	$75,000 - $99,999	1/29/2018	1/27/2025
Pocahontas County Sheriff's Office	99 Court Sq.	Pocahontas	IA	6	1	<$24,999	10/26/2009	10/25/2014
Polk County	1985 Ne 51st Pl	Des Moines	IA	987	99	$1,000,000 - $2,999,999	7/1/2015	6/30/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Polk County Jail	1005 W Main Ste 900	Balsam Lake	WI	103	10	$100,000 - $499,999	12/1/2016	12/1/2018
Polk County Sheriff's Office	850 Main St	Dallas	OR	96	10	$100,000 - $499,999	5/20/2011	5/19/2016
Pondera County Sheriff's Dept.	20 4th Ave SW	Conrad	MT	4	1	<$24,999	6/20/2016	6/19/2020
Portage County Jail	8240 Infirmary Rd	Ravenna	OH	221	22	$100,000 - $499,999	12/19/2014	12/18/2016
Portage County Jail	1500 Strongs Ave	Stevens Point	WI	73	7	$75,000 - $99,999	7/15/2015	7/14/2021
Portsmouth City Jail	701 Crawford St	Portsmouth	VA	N/A	N/A	N/A	10/4/2004	1/1/2008
Pottawattamie County Jail	1400 Big Lake Rd	Council Bluffs	IA	263	26	$100,000 - $499,999	4/28/2006	4/25/2017
Potter County Jail	102 E 2nd St	Coudersport	PA	38	4	$25,000 - $49,999	1/25/2010	1/24/2018
Powell County Sheriff's Dept.	313 4th St	Deer Lodge	MT	4	1	<$24,999	7/25/2013	7/24/2017
Preble County Jail	1139 Preble Dr.	Eaton	OH	54	5	$75,000 - $99,999	3/6/2010	3/5/2016
Prentiss County Sheriff's Dept.	1901 E Chamber Dr.	Booneville	MS	53	5	$25,000 - $49,999	10/30/2013	10/29/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Presque Isle County Jail	267 N 2nd St	Rogers City	MI	22	2	<$24,999	2/12/2008	2/11/2018
Price County Jail	164 Cherry St. PO Box B	Phillips	WI	13	1	<$24,999	12/16/2016	12/16/2017
Prowers County Jail	103 E Oak	Lamar	CO	40	4	$50,000 - $74,999	12/24/2016	12/24/2017
Pueblo County	909 Court St	Pueblo	CO	603	60	$500,000 - $999,999	3/16/2017	3/15/2018
Pulaski County Jail	110 E Meridian St	Winamac	IN	120	12	$50,000 - $74,999	7/18/2012	7/17/2020
Putnam County Jail	13 Keightly Rd	Greencastle	IN	130	13	$100,000 - $499,999	7/30/2014	7/29/2018
Putnam County Sheriff's Dept.	1035 Heritage Trail	Ottawa	OH	56	6	$75,000 - $99,999	7/1/2017	7/1/2018
Quay County Detention Center	223 W High St	Tucumcari	NM	47	5	$25,000 - $49,999	3/19/2012	3/18/2017
Queen Anne's County Detention Center	500 Little Hut Dr.	Centreville	MD	90	9	$100,000 - $499,999	1/1/2011	12/31/2016
Racine County	717 Wisconsin Ave	Racine	WI	870	87	$500,000 - $999,999	5/25/2017	5/24/2022
Ramsey County Adult Detention Center	425 Grove St	Saint Paul	MN	370	37	$100,000 - $499,999	6/1/2013	5/31/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Ramsey County Correctional Facility	297 S Century Ave	Maplewood	MN	400	40	N/A	1/17/2017	1/17/2018
Randolph County Jail	200 W Buena Vista	Chester	IL	40	4	$25,000 - $49,999	4/27/2013	4/26/2018
Ravalli County Sheriff's Dept.	205 Bedford St	Hamilton	MT	53	5	$50,000 - $74,999	5/3/2014	5/2/2019
Ray D Anderson Community Corrections Facility	613 E Bynum	Brownfield	TX	34	3	<$24,999	8/11/2017	8/11/2018
Rehabilitation Services Inc 2	7718 Warwick Blvd	Newport News	VA	N/A	N/A	<$24,999	10/7/1992	10/7/2010
Rice County	118 NW 3rd St	Faribault	MN	44	4	$50,000 - $74,999	7/15/2017	7/15/2018
Rice County Law Enforcement Center	1482 Hwy 56	Lyons	KS	50	5	$25,000 - $49,999	10/14/2014	10/13/2019
Richland County Community Alternative Center	597 Park Ave E	Mansfield	OH	50	5	$25,000 - $49,999	10/31/2016	10/31/2022
Richland County Jail	73 E 2nd St	Mansfield	OH	223	22	$100,000 - $499,999	2/22/2012	2/20/2022
Richland County Sheriff's Dept.	300 12th Ave NW Ste 8	Sidney	MT	24	2	$25,000 - $49,999	2/2/2015	2/1/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Richmond County Correctional Institution	2314 Tobacco Rd	Augusta	GA	215	22	$100,000 - $499,999	1/24/2016	1/23/2017
Richmond County Jail	1 Court St	Rockingham	NC	65	7	$100,000 - $499,999	6/4/2014	6/3/2017
Rio Arriba County Detention Facility	2 Main St	Tierra Amarilla	NM	140	14	$50,000 - $74,999	10/4/2014	10/3/2019
Rio Grande County Jail	640 Cherry St	Del Norte	CO	30	3	$25,000 - $49,999	12/30/2015	12/28/2020
Riverside County	260 N Spring St	Blythe	CA	3,844	384	$3,000,000 - $4,999,999	8/3/2015	10/2/2020
Roanoke City Jail	324 Campbell Ave	Roanoke	VA	667	67	$500,000 - $999,999	6/1/2016	5/31/2018
Rock Hill City Police Dept.	120 E Black St	Rock Hill	SC	15	2	<$24,999	2/5/2014	2/4/2019
Rock Island Sheriff's Dept.	1317 3rd Ave	Rock Island	IL	329	33	$100,000 - $499,999	9/20/2015	12/18/2020
Rockdale County Sheriff's Office	911 Chambers Dr.	Conyers	GA	407	41	$500,000 - $999,999	3/13/2017	3/13/2018
Rockingham County	170 NC Highway 65	Reidsville	NC	150	15	$100,000 - $499,999	8/2/2010	8/1/2014
Rockingham County	99 North Rd	Brentwood	NH	300	30	$100,000 -	1/28/2013	1/27/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
DOC						$499,999		
Rockland County Jail	53 New Hempstead Rd	New York	NY	190	19	N/A	8/20/2015	8/19/2017
Rockwall County Jail	950 Tl Townsend Dr.	Rockwall	TX	165	17	$100,000 - $499,999	9/30/2016	9/30/2019
Rolling Plains Regional Jail & Det. Ctr.	118 County Rd 206	Haskell	TX	425	43	$100,000 - $499,999	4/1/2015	3/31/2019
Roosevelt County Adult Detention Center	1700 N Boston	Portales	NM	100	10	$25,000 - $49,999	3/21/2017	3/21/2018
Roscommon County Jail	111 S 2nd St	Roscommon	MI	68	7	$75,000 - $99,999	3/8/2013	3/7/2019
Ross County Jail	28 N Paint St	Chillicothe	OH	164	16	$100,000 - $499,999	11/10/2016	11/10/2017
Routt County Jail	2025 Shield Dr.	Steamboat Springs	CO	30	3	<$24,999	6/21/2015	6/19/2020
Rowan County Detention Center	121 Lee Ave	Morehead	KY	90	9	$100,000 - $499,999	4/17/2015	4/16/2018
Rowan County Detention Center	115 W Liberty St	Salisbury	NC	450	45	$100,000 - $499,999	4/7/2011	4/6/2019
Rush County Jail	131 E 1st St	Rushville	IN	46	5	$50,000 - $74,999	9/8/2015	9/7/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Rusk County Jail	311 E Miner Ave Ste L100	Ladysmith	WI	39	4	$25,000 - $49,999	9/14/2016	9/13/2021
Rutherford County Detention Center	198 N Washington St	Rutherfordton	NC	150	15	$100,000 - $499,999	2/2/2015	2/1/2018
Saginaw County Sheriff's Dept.	618 Cass St	Saginaw	MI	505	51	$500,000 - $999,999	11/1/2015	10/31/2020
Saguache County Jail	530 5th St	Saguache	CO	12	1	<$24,999	11/12/2017	11/11/2022
Saline County	1 N Main St	Harrisburg	IL	110	11	$75,000 - $99,999	11/4/2016	11/3/2021
Saline County Detention Facility	735 S Neeley St	Benton	AR	220	22	$100,000 - $499,999	1/5/2012	1/6/2021
Saline County Jail	251 N 10th	Salina	KS	235	24	$100,000 - $499,999	5/21/2012	7/18/2021
Salt River Pima Maricopa Indian Community	3213 N Longmore Rd	Scottsdale	AZ	55	6	$75,000 - $99,999	2/15/2016	2/14/2019
San Benito County Juvenile Dept.	708 Flynn Rd. PO Box 1852	Hollister	CA	124	8	<$24,999	4/10/2015	4/9/2018
San Bernardino County	630 E Rialto Ave	San Bernardino	CA	6,239	624	$5,000,000 - $9,999,999	6/3/2015	7/2/2018
San Diego County	446 Alta Rd	San Diego	CA	7,642	764	$5,000,000 -	8/7/2017	8/7/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
						$9,999,999		
San Jacinto County Sheriff's Office	75 W Cedar Ave	Coldspring	TX	55	6	$100,000 - $499,999	10/28/2013	10/27/2017
San Joaquin County Jail	7000 Michael Canlis Blvd	French Camp	CA	1,420	142	$1,000,000 - $2,999,999	9/1/2012	8/31/2015
San Juan County	871 Andrea Dr.	Farmington	NM	720	72	$100,000 - $499,999	11/13/2017	11/13/2018
San Juan County Jail	297 S Main St. PO Box 788	Monticello	UT	95	10	$75,000 - $99,999	4/14/2017	4/14/2018
San Luis Regional Detention Center	406 N Ave D	San Luis	AZ	490	49	$100,000 - $499,999	4/2/2015	4/1/2019
San Mateo County	300 Bradford St	Redwood City	CA	2,801	280	$1,000,000 - $2,999,999	5/7/2013	5/6/2018
San Mateo County Youth Services Center	222 Paul Scannell Dr.	San Mateo	CA	163	16	N/A	6/29/2006	6/28/2016
San Miguel County Detention Center	26 Nm 283	Las Vegas	NM	90	9	$75,000 - $99,999	11/1/2017	11/1/2018
San Patricio County Jail	300 N Rachal St	Sinton	TX	202	20	$100,000 - $499,999	9/14/2013	9/13/2018
Sand Springs City Police Dept.	100 E Broadway100 E	Sand Springs	OK	3	1	<$24,999	9/10/2016	10/9/2016

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	3rd St							
Sanders County Sheriff's Office	1111 Main St	Thompson Falls	MT	20	2	<$24,999	9/4/2016	9/4/2019
Sandoval County Detention Center	1100 Montoya Rd	Bernalillo	NM	340	34	$100,000 - $499,999	1/25/2016	1/24/2020
Sanilac County Jail	65 N Elk	Sandusky	MI	107	11	$100,000 - $499,999	1/31/2013	1/30/2018
Santa Cruz County Juvenile Hall	3650 Graham Hill Rd	Felton	CA	25	2	<$24,999	2/26/2017	2/26/2018
Santa Fe County Adult Detention Facility	4312 State Hwy 14	Santa Fe	NM	537	54	$100,000 - $499,999	2/3/2015	2/2/2019
Sarasota County	2020 Main St	Sarasota	FL	970	97	$500,000 - $999,999	2/1/2005	1/31/2016
Saunders County Jail	387 N Chestnut Ste 4	Wahoo	NE	100	10	$100,000 - $499,999	4/7/2013	4/6/2018
Sawyer County Sheriff's Dept. Jail	15880 E 5th St	Hayward	WI	81	8	$75,000 - $99,999	11/16/2015	11/15/2020
Schoolcraft County Jail	300 Main St	Manistique	MI	22	2	$25,000 - $49,999	8/26/2009	8/25/2017
Scioto County Correctional Center	1025 16th St	Portsmouth	OH	175	18	$100,000 - $499,999	6/14/2012	6/13/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Scotland County Sheriff's Office	212 Biggs St	Laurinburg	NC	95	10	$75,000 - $99,999	4/20/2015	4/19/2016
Scott County	575 Scott High Dr.	Huntsville	TN	133	13	$100,000 - $499,999	7/8/2015	7/7/2020
Scott County Detention Center	130 N Court St	Georgetown	KY	80	8	$100,000 - $499,999	6/16/2013	6/15/2016
Scott County Jail	131 S New Madrid	Benton	MO	104	10	$100,000 - $499,999	6/26/2013	6/25/2018
Scott County Jail	301 Fuller St S	Shakopee	MN	141	14	$100,000 - $499,999	7/20/2010	7/19/2020
Scott County Sheriff's Office	530 Airport Rd	Forest	MS	110	11	$75,000 - $99,999	8/4/2015	8/3/2020
Seal Beach Police Dept.	911 Seal Beach Blvd	Seal Beach	CA	6	1	<$24,999	3/25/2008	3/24/2013
Sedgwick County Detention Facility	141 W Elm St	Wichita	KS	1,282	128	$1,000,000 - $2,999,999	2/11/2014	2/10/2020
Seminole County Jail	211 Bush Blvd	Sanford	FL	859	86	$1,000,000 - $2,999,999	12/8/2014	12/7/2017
Sequatchie County Sheriff's Dept.	351 Fredonia Rd Ste A	Dunlap	TN	114	11	$50,000 - $74,999	10/8/2015	10/7/2016
Sevier County Jail	835 E 300 N Ste	Richfield	UT	120	12	$75,000 -	11/6/2016	11/5/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	300					$99,999		
Seward County	501 N Washington	Liberal	KS	135	14	$100,000 - $499,999	9/20/2017	9/20/2018
Shawano County	405 N Main St	Shawano	WI	289	29	$100,000 - $499,999	9/14/2010	9/13/2017
Shawnee County DOC	501 Se 8th St	Topeka	KS	477	48	$100,000 - $499,999	8/29/2012	8/28/2019
Sheboygan County	527 N 6th St	Sheboygan	WI	340	34	$100,000 - $499,999	1/11/2008	1/11/2022
Sheffield City Jail	600 N Montgomery Ave. PO Box 637	Sheffield	AL	18	2	<$24,999	6/17/2014	6/16/2018
Shelby County Jail	151 N Morgan St	Shelbyville	IL	17	2	<$24,999	2/2/2013	8/1/2020
Shelby County Sheriff's Dept.	107 W Taylor	Shelbyville	IN	197	20	$100,000 - $499,999	3/30/2015	3/29/2019
Shelby County Sheriff's Office	555 Gearhart Rd	Sidney	OH	119	12	$100,000 - $499,999	5/4/2015	5/3/2020
Sherburne County Jail	13880 Hwy 10	Elk River	MN	553	55	$500,000 - $999,999	2/25/2013	2/25/2023
Sheridan City Detention Center	304 Gatzke Dr.	Sheridan	AR	75	8	$50,000 - $74,999	11/26/2016	11/26/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Shiawassee County	201 E McArthur	Corunna	MI	210	21	$100,000 - $499,999	7/10/2014	7/9/2019
Sibley County Jail	419 Harrison St. PO Box 102	Gaylord	MN	15	2	<$24,999	12/21/2015	12/20/2016
Sikeston Dept. Of Public Safety	201 S Kings Hwy	Sikeston	MO	8	1	<$24,999	6/26/2017	6/26/2018
Skagit County Jail	600 S 3rd St	Mount Vernon	WA	244	24	N/A	8/1/2017	7/31/2022
Slidell Police Dept.	2112 Sgt. Alfred Dr.	Slidell	LA	25	3	<$24,999	4/25/2016	4/24/2020
Smith County Jail	322 Justice Dr.	Carthage	TN	122	12	$100,000 - $499,999	11/2/2015	11/1/2019
Smith County Jail	217 S Jefferson	Smith Center	KS	3	1	<$24,999	11/17/2016	12/17/2016
Smyrna City Jail	2646 Atlanta Rd	Smyrna	GA	45	5	$50,000 - $74,999	10/21/2012	10/20/2017
Somerset County Jail	131 E Madison Rd	Madison	ME	157	16	<$24,999	11/6/2012	11/5/2017
Southampton County	22336 Main St	Courtland	VA	98	10	$100,000 - $499,999	2/2/2009	2/1/2018
Southeastern Ohio Regional Jail	16677 Riverside Dr.	Nelsonville	OH	192	19	$100,000 - $499,999	2/14/2008	2/14/2018
Southern Ute Indian	149 Cr 517	Ignacio	CO	30	3	$25,000 -	11/28/2014	11/27/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Tribe						$49,999		
St Clair County	700 N 5th St	Belleville	IL	486	49	$500,000 - $999,999	7/2/2013	12/7/2022
St Clair County Jail	1170 Michigan Rd	Port Huron	MI	503	50	$500,000 - $999,999	1/7/2017	2/6/2017
St Francois County Jail	1550 Doubet Rd	Farmington	MO	212	21	$100,000 - $499,999	4/20/2009	6/18/2019
St Genevieve County Jail	5 Basler Dr.	Ste Genevieve	MO	147	15	$100,000 - $499,999	9/28/2012	9/27/2017
St Joseph County Jail	650 E Main St	Centreville	MI	134	13	$100,000 - $499,999	1/3/2016	1/2/2021
St Peters Police Dept.	1020 Grand Teton Dr.	St Peters	MO	2	1	<$24,999	7/9/2017	7/9/2018
Stanislaus County	1115 H St	Modesto	CA	1,112	111	N/A	7/21/2014	7/20/2016
Starr County Jail	100 E 6th St	Rio Grande City	TX	240	24	$100,000 - $499,999	7/7/2013	7/6/2018
Stephenson County	15 N Galena Ave	Freeport	IL	216	22	$100,000 - $499,999	2/22/2012	2/24/2023
Steuben County Jail	206 E Gale St	Angola	IN	150	15	$100,000 - $499,999	1/1/2015	12/31/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Stevens County Jail	505 S Monroe St. PO Box 459	Hugoton	KS	15	2	<$24,999	5/5/2014	5/5/2021
Storey County Sheriff's Dept.	205 S C St	Virginia City	NV	7	1	$25,000 - $49,999	5/22/2015	5/21/2016
Story County Jail	1315 S B Ave	Nevada	IA	72	7	$50,000 - $74,999	8/19/2014	8/18/2016
Strongsville Police Dept.	18688 Royalton Rd	Strongsville	OH	11	1	<$24,999	9/4/2017	9/4/2018
Sublette County Detention Facility	35 1/2 S Tyler Ave	Pinedale	WY	26	3	<$24,999	3/21/2017	3/20/2020
Suffolk County Correctional Facility	100 Center Dr.	Riverhead	NY	1,440	144	$3,000,000 - $4,999,999	5/1/2015	4/30/2019
Suffolk County Sheriff's Dept.	20 Bradston St	Boston	MA	2,753	275	$1,000,000 - $2,999,999	9/30/2015	9/29/2020
Sullivan County DOC	103 County Farm Rd	Unity	NH	106	11	$100,000 - $499,999	10/29/2017	10/29/2018
Sullivan County Jail	24 S State St	Sullivan	IN	55	6	$25,000 - $49,999	3/17/2011	3/16/2017
Sullivan County Sheriff's Office	140 Blountville Bypass	Blountville	TN	597	60	$500,000 - $999,999	10/21/2009	10/20/2019
Summit County Jail	6300 N Silver	Park City	UT	76	8	$100,000 -	10/13/2015	10/12/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
	Creek Dr.					$499,999		
Summit County Jail	501 N Park Ave	Breckenridge	CO	45	5	$75,000 - $99,999	1/7/2014	1/6/2019
Sumner County Jail	500 N Washington Ave	Wellington	KS	165	17	$100,000 - $499,999	1/11/2013	1/10/2018
Sumner County Sheriff's Office And Jail	117 W Smith St	Gallatin	TN	832	83	$500,000 - $999,999	3/23/2016	3/22/2019
Sumter County Detention Center	219 E Anderson Ave. PO Box 188	Bushnell	FL	227	23	N/A	9/28/2017	9/27/2023
Sumter-Lee Regional Detention Center	1250 Winkles Rd	Sumter	SC	263	26	$100,000 - $499,999	4/3/2015	4/2/2019
Sunnyside Police Dept.	401 Homer St	Sunnyside	WA	55	6	$100,000 - $499,999	5/5/2015	5/4/2020
Sutter County Sheriff's Dept.	1077 Civic Center Blvd	Yuba City	CA	272	27	$100,000 - $499,999	4/7/2016	4/7/2017
Suwannee County Jail	305 Pine Ave SW	Live Oak	FL	200	20	$100,000 - $499,999	8/13/2016	8/13/2020
Switzerland County Jail	305 Liberty St	Vevay	IN	60	6	$25,000 - $49,999	6/10/2015	6/9/2019
Talbot County Detention Center	115 W Dover St	Easton	MD	148	15	$100,000 - $499,999	12/5/2016	12/5/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Taos County Adult Detention Center	105 Albright St Ste J	Taos	NM	62	6	$25,000 - $49,999	7/21/2017	7/20/2020
Tarrant County	100 E Weatherford	Ft Worth	TX	6,907	691	$1,000,000 - $2,999,999	7/10/2017	7/10/2018
Tate County Jail	1 Justice Dr.	Senatobia	MS	65	7	$50,000 - $74,999	8/8/2014	8/7/2019
Tattnall County Sheriffs Office	108 Brazell St	Reidsville	GA	74	7	$100,000 - $499,999	9/13/2016	9/13/2019
Taylor County Jail	589 E Us Hwy 27	Perry	FL	85	9	$100,000 - $499,999	6/10/2016	6/10/2017
Taylor County Substance Abuse Treatment Ctr.	1133 S 27th St	Abilene	TX	60	6	$50,000 - $74,999	5/12/2017	5/12/2018
Tazewell County Justice Center	101 S Capital	Pekin	IL	226	23	$100,000 - $499,999	8/7/2010	11/5/2018
Teller County Jail	11400 W Hwy 24	Divide	CO	126	13	$75,000 - $99,999	5/20/2014	5/19/2019
Tennessee Valley Youth Services	2216 Missouri St	Tuscumbia	AL	14	1	<$24,999	5/25/2013	5/24/2018
Terrebonne Parish Criminal Justice Complex	3211 Grand Caillou Rd. PO Box 4096	Houma	LA	906	91	$500,000 - $999,999	10/7/2015	10/5/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Teton County Detention Center	Po Box 1885	Jackson	WY	20	2	$25,000 - $49,999	6/7/2012	6/7/2018
Texas County Jail	1102 S Ellison St	Guymon	OK	65	7	$100,000 - $499,999	8/3/2015	8/2/2016
Three Forks Regional Jail	2221 Fairground Ridge Rd	Beattyville	KY	204	20	$100,000 - $499,999	7/31/2017	7/31/2018
Tift County Law Enforcement Center	500 Morgan Dr. PO Box 46	Tifton	GA	260	26	$100,000 - $499,999	10/7/2017	10/7/2018
Tioga County Prison	1768 Shumway Hill Rd	Wellsboro	PA	88	9	$75,000 - $99,999	6/17/2017	6/17/2018
Tippah County Jail	205 W Spring St	Ripley	MS	20	2	$25,000 - $49,999	7/23/2017	7/22/2020
Tippecanoe County Community Corrections	2800 9th St	North Lafayette	IN	326	33	<$24,999	7/24/2015	7/23/2018
Tipton County Jail	1801 S College St	Covington	TN	138	14	$100,000 - $499,999	5/10/2012	5/9/2016
Tipton County Jail	121 W Madison St	Tipton	IN	27	3	$25,000 - $49,999	4/7/2015	4/6/2019
Titus County Jail	304 S Van Buren St	Mt Pleasant	TX	86	9	$100,000 - $499,999	8/17/2015	8/16/2020

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Tooele County Jail	2018 S Main St	Tooele	UT	130	13	$100,000 - $499,999	12/14/2016	12/13/2021
Toole County Jail	235 Deerlodge PO Box 550	Shelby	MT	8	1	<$24,999	11/29/2016	11/29/2018
Travis County	1000 Guadalupe	Austin	TX	2,546	255	$1,000,000 - $2,999,999	1/1/2017	1/1/2018
Tri County Regional Jail	4099 SR559	Mechanicsburg	OH	163	16	$100,000 - $499,999	12/30/2010	2/26/2018
Trinity County Sheriff Office	Po Box 1228101 Memorial Dr.	Weaverville	CA	47	5	$25,000 - $49,999	8/4/2017	8/3/2022
Trinity County Sheriff's Office	214 W 1st St. PO Box 95	Groveton	TX	7	1	<$24,999	9/24/2008	9/23/2012
Troup County Jail	130 Sam Walker Dr.	Lagrange	GA	338	34	$500,000 - $999,999	8/25/2015	6/30/2022
Trussville City Police Dept.	131 Main St. PO Box 159	Trussville	AL	32	3	<$24,999	2/3/2016	2/2/2019
Tunica County Sheriff's Dept.	5126 Old Moon Landing Rd. PO Box 25	Tunica	MS	40	4	$25,000 - $49,999	12/30/2011	12/29/2016
Tuscaloosa County	1600 26th Ave	Tuscaloosa	AL	582	58	$500,000 - $999,999	4/22/2015	4/21/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Tuscumbia City Jail	218 S Dickson St	Tuscumbia	AL	14	1	<$24,999	4/16/2017	4/15/2020
Uinta County Sheriff's Office	77 County Rd 109	Evanston	WY	45	5	$50,000 - $74,999	3/2/2017	3/1/2022
Union County Jail	3344 Presson Rd	Monroe	NC	220	22	$100,000 - $499,999	5/10/2014	5/9/2017
Union County Jail	1663 Jonesville Hwy	Union	SC	35	4	$50,000 - $74,999	12/5/2013	12/4/2017
Union County Jail	300 Carter Ave. PO Box 38	New Albany	MS	46	5	$50,000 - $74,999	10/31/2016	10/30/2020
Union County Jail	307 W Market St	Jonesboro	IL	8	1	<$24,999	1/1/2013	12/31/2017
Union County Prison	103 S 2nd St	Lewisburg	PA	35	4	$25,000 - $49,999	8/3/2016	8/3/2017
Union County Sheriffs Office	1109 K Ave	Lagrande	OR	41	4	$25,000 - $49,999	9/6/2014	9/8/2020
Utah County Jail	3075 N Main St	Spanish Fork	UT	990	99	$500,000 - $999,999	8/18/2015	8/17/2020
Uvalde County	339 King Fisher Ln Ste 1	Uvalde	TX	128	13	$100,000 - $499,999	7/23/2017	7/23/2018
Valencia County Detention Center	436 Courthouse Rd	Los Lunas	NM	123	12	$100,000 - $499,999	4/2/2014	4/1/2018

Proprietary and Confidential

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Valley County Jail	107 W Spring St	Cascade	ID	19	2	$25,000 - $49,999	1/18/2016	1/17/2017
Van Buren County Jail	205 S Kalamazoo St	Paw Paw	MI	130	13	$100,000 - $499,999	10/16/2016	10/16/2017
Van Wert County Correctional Facility	204 N Washington St	Van Wert	OH	33	3	$25,000 - $49,999	3/17/2017	3/17/2018
Venango County Prison	1186 Elk St	Franklin	PA	143	14	$50,000 - $74,999	5/12/2017	5/11/2022
Vermilion County Jail	2 E South St	Danville	IL	380	38	$100,000 - $499,999	11/3/2010	11/3/2020
Vernon County Sheriff's Dept. And Detention Center	1320 Bad Axe Ct	Viroqua	WI	82	8	$50,000 - $74,999	6/2/2016	6/1/2021
Vigil Maldonado Detention Center	444 E Hereford Ave	Raton	NM	53	5	$25,000 - $49,999	3/30/2015	3/29/2018
Vigo County	201 Cherry St	Terre Haute	IN	250	25	$100,000 - $499,999	6/27/2011	6/26/2017
Vigo County Community Correctional Center	104 S 1st St	Terre Haute	IN	136	14	$25,000 - $49,999	10/27/2015	10/26/2018
Vilas County Sheriff's Dept. Jail	330 Court St	Eagle River	WI	88	9	$75,000 - $99,999	3/24/2016	3/23/2021

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Volusia County Corrections	1354 Indian Lake Rd	Daytona Beach	FL	1,510	151	$1,000,000 - $2,999,999	7/1/2017	6/30/2019
Wabash County Jail	79 W Main St	Wabash	IN	72	7	$100,000 - $499,999	5/12/2014	5/11/2018
Wagoner County Jail	307 E Cherokee St	Wagoner	OK	85	9	N/A	6/8/2017	6/8/2018
Walker County Sheriff's Dept.	103 S Duke St. PO Box 767	Lafayette	GA	200	20	$100,000 - $499,999	9/7/2017	12/31/2020
Walla Walla County Jail	306 W Alder St	Walla Walla	WA	74	7	$25,000 - $49,999	8/11/2017	8/9/2024
Walla Walla County Juvenile	455 W Rose	Walla Walla	WA	6	1	<$24,999	4/5/2017	4/4/2020
Walthall County Jail	807 Magnolia Ave	Tylertown	MS	20	2	<$24,999	12/8/2012	12/7/2017
Wapato City Jail	205 S Simcoe Ave	Wapato	WA	73	7	<$24,999	10/7/2016	10/7/2017
Wapello County Jail	330 W 2nd St	Ottumwa	IA	85	9	$75,000 - $99,999	2/26/2013	2/25/2018
Warren County Jail	1000 Grove St	Vicksburg	MS	142	14	$75,000 - $99,999	9/19/2016	9/19/2017
Warren County Jail	29 E 2nd St	Williamsport	IN	40	4	<$24,999	12/15/2016	12/31/2018
Warren County Jail	121 N A St	Monmouth	IL	42	4	<$24,999	5/7/2012	4/6/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Warren County Prison	407 Market St	Warren	PA	125	13	$100,000 - $499,999	11/23/2011	3/22/2018
Warren County Regional Jail	920 Kentucky St	Bowling Green	KY	519	52	$500,000 - $999,999	2/23/2015	2/22/2019
Warrick County Sheriff's Dept.	100 W State Rd 62	Boonville	IN	138	14	$75,000 - $99,999	12/31/2015	12/30/2019
Wasatch County Jail	1361 S Hwy 40	Heber City	UT	71	7	$75,000 - $99,999	3/12/2015	3/10/2020
Waseca County Jail	122 3rd Ave NW PO Box 226	Waseca	MN	13	1	<$24,999	12/7/2014	12/6/2018
Washakie County Jail	100 N 10th St	Worland	WY	21	2	$25,000 - $49,999	2/28/2015	2/27/2020
Washington County	1535 Colfax St	Blair	NE	24	2	<$24,999	12/8/2012	6/7/2017
Washington County Jail	26861 Hwy 34	Akron	CO	102	10	$100,000 - $499,999	5/13/2014	1/10/2020
Washington County Jail	15015 62nd St N. PO Box 3801	Stillwater	MN	188	19	$100,000 - $499,999	11/3/2010	11/2/2015
Washington County Jail	611 SW Adams Blvd	Bartlesville	OK	213	21	$100,000 - $499,999	5/19/2017	5/19/2018
Washington County Jail	83 Court St	Machias	ME	42	4	$50,000 - $74,999	12/3/2015	12/2/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Washington County Jail	245 N Kaskaskia St	Nashville	IL	26	3	<$24,999	2/9/2010	2/9/2020
Washtenaw County Sheriff's Dept.	2201 Hogback Rd	Ann Arbor	MI	389	39	$500,000 - $999,999	5/23/2012	5/22/2018
Waupaca County Jail	1402 E Royalton St	Waupaca	WI	200	20	$100,000 - $499,999	12/14/2015	12/12/2020
Wayne County	570 Clinton St	Detroit	MI	2,330	233	$3,000,000 - $4,999,999	8/26/2013	8/25/2016
Wayne County Jail	201 W North St	Wooster	OH	110	11	$100,000 - $499,999	12/13/2009	12/13/2021
Wayne County Jail	613 Court St. PO Box 311	Wayneboro	MS	135	14	$25,000 - $49,999	8/26/2016	8/25/2020
Weakley County Jail	7951 Hwy 22	Dresden	TN	109	11	$100,000 - $499,999	4/4/2017	4/3/2022
Weber County Correctional Facility	721 W 12th St. PO Box 14000	Ogden	UT	1,150	115	N/A	11/15/2017	11/14/2022
Webster County Jail	87 Government St	Eupora	MS	7	1	<$24,999	10/5/2017	10/5/2019
Webster County Sheriff's Office	702 1st Ave S	Ft Dodge	IA	51	5	$50,000 - $74,999	8/15/2016	8/14/2027
Weld County	900 9th St	Greeley	CO	1,720	172	$1,000,000 - $2,999,999	1/3/2017	1/3/2018

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
West Texas Detention Facility	701 S Vaquero	Sierra Blanca	TX	1,020	102	$100,000 - $499,999	4/1/2015	3/31/2019
West Virginia Division Of Juvenile Services	1200 Quarrier St 2nd Fl	Charleston	WV	270	18	$50,000 - $74,999	9/3/2014	9/2/2019
Westchester County DOC	10 Woods Rd	Valhalla	NY	1,400	140	$100,000 - $499,999	N/A	N/A
Western Oh Regional Treatment	243 E Bluelick Rd	Lima	OH	97	10	$100,000 - $499,999	7/6/2017	7/5/2022
Weston County Detention Center	Po Box 670	Newcastle	WY	7	1	<$24,999	3/2/2017	3/2/2018
Wexford County Jail	820 Carmel St	Cadillac	MI	84	8	$75,000 - $99,999	5/28/2017	5/27/2022
White County Jail	915 W Hanawalt Rd	Monticello	IN	160	16	$100,000 - $499,999	12/14/2015	12/13/2019
White County Jail	111 Depot St	Sparta	TN	228	23	$100,000 - $499,999	2/7/2014	2/6/2018
White County Jail	108 N Main Cross St	Carmi	IL	76	8	$75,000 - $99,999	3/21/2003	3/20/2018
White Pine County Jail	1785 Great Basin Blvd	Ely	NV	26	3	$25,000 - $49,999	4/3/2013	4/2/2018
White River Regional	105 County Yard	Batesville	AR	52	3	$25,000 -	3/13/2017	3/13/2019

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Juvenile	Rd					$49,999		
Whiteside County Jail	400 N Cherry St	Morrison	IL	109	11	$100,000 - $499,999	11/20/2009	1/19/2018
Wilkes County Sheriff's Office	225 Andrew Dr.	Washington	GA	80	8	$50,000 - $74,999	2/9/2013	2/8/2018
Wilkinson County Sheriffs Office	108 Bacon St	Irwinton	GA	44	4	$50,000 - $74,999	6/22/2010	6/21/2016
Will County Adult Detention Center	95 S Chicago	Joliet	IL	856	86	$1,000,000 - $2,999,999	2/24/2012	2/23/2016
Willacy County Jail	1371 Industrial Park Dr.	Raymondville	TX	70	7	$75,000 - $99,999	11/7/2015	11/6/2017
Wilson County Jail	800 10th St	Floresville	TX	132	13	$100,000 - $499,999	4/23/2013	9/22/2018
Wise County Sheriff's Dept.	200 Rook Ramsey Dr.	Decatur	TX	170	17	$100,000 - $499,999	10/12/2017	10/12/2018
Wood County	402 S Stephens St	Quitman	TX	120	12	$100,000 - $499,999	4/23/2014	4/22/2020
Wood County Jail	400 Market St	Wisconsin Rapids	WI	137	14	$100,000 - $499,999	6/6/2016	6/5/2021
Wood County Jail	1960 E Gypsy Ln	Bowling Green	OH	194	19	$100,000 - $499,999	12/5/2014	12/4/2017

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Woodbury County	407 7th St	Sioux City	IA	247	25	$100,000 - $499,999	10/17/2007	10/17/2017
Woodford County Fiscal Court	204 Beasley Dr.	Versailles	KY	95	10	$100,000 - $499,999	8/24/2016	8/23/2020
Woodford County Jail	111 E Court St	Eureka	IL	43	4	$25,000 - $49,999	10/31/2015	10/30/2022
Worcester County Detention Center	5022 Joyner Rd. PO Box 189	Snow Hill	MD	300	30	$500,000 - $999,999	10/5/2016	10/4/2019
Worcester County Jail	5 Paul X Tivnan Dr.	West Boylston	MA	1,294	129	$1,000,000 - $2,999,999	12/1/2012	6/30/2020
Wright County Jail	125 Courthouse Sq. PO Box 250	Hartville	MO	48	5	$25,000 - $49,999	5/4/2015	5/3/2020
Wyandot County Sheriffs Office	125 E Wyandot Ave	Upper Sandusky	OH	18	2	$25,000 - $49,999	8/16/2014	8/15/2019
Wyoming County Correctional Facility	10 Stark St	Tunkhannock	PA	76	8	$75,000 - $99,999	6/16/2015	6/15/2018
Yakima County	111 N Front St	Yakima	WA	841	84	$500,000 - $999,999	11/13/2013	11/12/2021
Yalobusha County Jail	109 Calhoun St. PO Box 166	Water Valley	MS	16	2	$25,000 - $49,999	1/28/2014	1/27/2019
Yates County Jail	227 Main St	Penn Yan	NY	47	5	N/A	1/1/2012	12/31/2016

Customer Name	Street	City	ST	ADP	Estimated Number of Phones	Estimated Annual Revenue Range	Contract Start Date	Contract End Date
Yavapai County Verde Eastern Detention Center	2830 N Commonwealth	Camp Verde	AZ	480	48	N/A	5/9/2017	5/7/2024
York County Jail	1675 2a York Hwy	York	SC	314	31	$500,000 - $999,999	12/1/2012	3/1/2020
Yuba Sutter Juvenile Hall	1023 14th St	Marysville	CA	50	3	<$24,999	5/15/2014	5/14/2018
Yuma County Juvenile Justice Center	2440 W 28th St	Yuma	AZ	553	37	<$24,999	12/27/2012	12/26/2017
Zavala County Jail	200 E Uvalde St	Crystal City	TX	61	6	$25,000 - $49,999	8/21/2013	8/20/2016

ATTACHMENT G - SECURUS' FINANCIAL STATEMENTS

2016

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Financial Report
December 31, 2016

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

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Independent Auditor's Report

To the Board of Directors and Stockholder
Securus Technologies Holdings, Inc. and Subsidiaries
Dallas, Texas

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of Securus Technologies Holdings, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2016 and 2015, the related consolidated statements of operations, stockholder's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Securus Technologies Holdings, Inc. and its subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Dallas, Texas
February 28, 2017

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Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Balance Sheets
December 31, 2016 and 2015
(Dollars In Thousands, Except Per Share Amounts)

	2016	2015
Assets		
Current assets:		
Cash and cash equivalents	$ **8,275**	$ 6,202
Restricted cash	**8,236**	7,789
Account receivable, net	**36,655**	33,341
Inventory	**3,827**	4,224
Prepaid expenses and other current assets	**10,830**	15,532
Current deferred income taxes	**11,268**	11,292
Total current assets	**79,091**	78,380
Property and equipment, net	**83,215**	68,518
Intangibles and other assets, net	**464,218**	494,167
Goodwill	**636,377**	636,377
Total assets	$ **1,262,901**	$ 1,277,442
Liabilities and Stockholder's Equity		
Current liabilities:		
Accounts payable	$ **19,760**	$ 19,137
Accrued liabilities	**77,206**	76,611
Deferred revenue and customer advances	**26,349**	25,322
Current portion of long-term debt	**6,300**	6,300
Total current liabilities	**129,615**	127,370
Deferred income taxes	**81,435**	74,684
Long-term debt	**754,653**	774,041
Other long-term liabilities	**31,418**	46,306
Total liabilities	**997,121**	1,022,401
Commitments and contingencies		
Stockholder's equity:		
Common stock, $0.01 stated value at December 31, 2016 and 2015; 1,000 shares authorized, issued and outstanding at December 31, 2016 and 2015	-	-
Additional paid-in capital	**256,657**	254,208
Retained earnings	**9,123**	833
Total stockholder's equity	**265,780**	255,041
Total liabilities and stockholder's equity	$ **1,262,901**	$ 1,277,442

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2016 and 2015
(Dollars In Thousands)

	2016	2015
Revenue:		
Direct call provisioning	$ 407,695	$ 386,898
Wholesale services	28,871	27,699
E-commerce revenue	112,877	38,566
Offender monitoring systems and services	29,006	25,920
Software sales	5,210	5,256
Total revenue	583,659	484,339
Operating costs and expenses:		
Cost of service	268,379	226,099
Selling, general and administrative expenses	156,350	123,054
Depreciation and amortization expense	89,822	67,149
Transaction expenses	(238)	10,382
Total operating costs and expenses	514,313	426,684
Operating income	69,346	57,655
Interest and other expenses, net	52,155	47,785
Income before income taxes	17,191	9,870
Income tax expense	8,901	6,352
Net income	$ 8,290	$ 3,518

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Stockholder's Equity
Years Ended December 31, 2016 and 2015
(Dollars In Thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Stockholder's Equity
	Shares	Amount			
Balance, December 31, 2014	1,000	$ -	$ 197,794	$ (2,685)	$ 195,109
Contribution from parent	-	-	54,000	-	54,000
Share-based compensation	-	-	2,414	-	2,414
Net income	-	-	-	3,518	3,518
Balance, December 31, 2015	1,000	-	254,208	833	255,041
Share-based compensation	-	-	2,449	-	2,449
Net income	-	-	-	8,290	8,290
Balance, December 31, 2016	**1,000**	**$ -**	**$ 256,657**	**$ 9,123**	**$ 265,780**

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2016 and 2015
(Dollars In Thousands)

	2016	2015
Cash flows from operating activities:		
Net income	$ 8,290	$ 3,518
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	89,822	67,149
Deferred income taxes	6,775	5,300
Share-based compensation	2,449	2,414
Amortization of deferred financing costs and discounts	3,912	3,698
Change in fair value of derivatives	(3,010)	1,700
Change in fair value of contingent consideration	(468)	7,577
Other operating activities, net	(327)	(335)
Changes in operating assets and liabilities:		
Restricted cash	(447)	4,114
Accounts receivable	(3,472)	681
Prepaid expenses and other current assets	4,937	(5,834)
Inventory	397	(2,987)
Intangible and other assets	5,156	(4,641)
Accounts payable	(360)	4,237
Accrued and other liabilities	15,050	7,862
Net cash provided by operating activities	128,704	94,453
Cash flows from investing activities:		
Purchase of property and equipment	(41,459)	(39,429)
Additions to intangible assets	(33,024)	(26,698)
Business acquisitions, net of cash acquired	(32,572)	(286,819)
Purchase of equity investment	-	(1,378)
Proceeds from sale of assets	4,346	202
Net cash used in investing activities	(102,709)	(354,122)
Cash flows from financing activities:		
Net activity on revolver	(17,000)	17,000
Long-term debt borrowings, net of issuance costs	-	197,141
Payments on and repurchases of long-term debt	(6,300)	(4,250)
Contribution from parent	-	54,000
Repayment of capital lease obligations	(378)	-
Cash overdraft	(244)	(83)
Net cash provided by (used in) financing activities	(23,922)	263,808
Increase in cash and cash equivalents	2,073	4,139
Cash and cash equivalents:		
Beginning of year	6,202	2,063
End of year	$ 8,275	$ 6,202
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	$ 51,453	$ 42,762
Income taxes, net of refunds	$ 1,750	$ 1,992
Noncash investing and financing activities:		
Leasehold improvements	$ 3,961	$ 58
Capital leases	$ 5,358	$ -

See Notes to Consolidated Financial Statements.

Note 1. Business and Summary of Significant Accounting Policies

Securus Technologies Holdings, Inc. (Securus or the Company), is based in Dallas, Texas and, through its subsidiaries, is a leading provider of civil and criminal justice technology solutions that improve public safety and modernize the incarceration experience for approximately 3,400 correctional facilities and over 1,200,000 inmates across North America. As one of the largest inmate communications providers and the only full-spectrum solutions provider in the corrections industry, the Company's product and service combinations deliver unique, full criminal lifecycle solutions from pre-incarceration incident management through post-incarceration monitoring.

Principles of consolidation and basis of presentation: The accompanying consolidated financial statements include the accounts of Securus Technologies Holdings, Inc. and its wholly-owned subsidiaries, Securus Technologies, Inc. and T-Netix, Inc. Securus Technologies, Inc. also includes the accounts of Primonics (2006), Inc. (Primonics), Direct Hit Systems, Inc. (Direct Hit), Satellite Tracking of People, LLC (STOP), Archonix Systems, LLC and its wholly owned subsidiary, Pamet Software LLC (Archonix), Telerus, Inc. (Telerus), JLG Technologies, LLC (JLG), CellBlox Acquisitions, LLC (CellBlox), JPay, Inc. (JPay) through a merger subsidiary, Cara Clinicals, Inc. (Cara Clinicals), and Guarded Exchange, LLC (Guarded Exchange). All intercompany accounts and transactions have been eliminated in consolidation.

On July 31, 2015, Securus acquired all outstanding stock of JPay through a Stock Purchase Agreement (the JPay Acquisition). JPay became a wholly owned subsidiary on the effective date of the acquisition (see Note 2).

On October 30, 2015, Securus acquired all interests in Guarded Exchange through a membership interest purchase agreement. On July 31, 2015, Securus acquired all interests in Cara Clinicals through a stock purchase agreement. On January 14, 2015, Securus acquired all interests in CellBlox through an asset purchase agreement. Guarded Exchange, Cara Clinicals, and CellBlox (collectively known as the Other 2015 Acquisitions) became wholly own subsidiaries on the effective dates of the respective acquisitions (see Note 2).

On February 19, 2015, Securus acquired 20.3% of the common stock of Cottonwood Creek Technologies, Inc. This investment is classified within intangibles and other assets on the Consolidated Balance Sheet and the unrealized gain (loss) on investment is reported within Interest and other expenses on the Consolidated Statement of Operations.

Management evaluated the disclosure of any material subsequent events through February 28, 2017, which was the date the financial statements were issued.

Accounting estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (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, contingent consideration (Note 2) and deferred income taxes.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

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 resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

Cash and 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 established for regulatory requirements 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.

Trade accounts receivable: Trade accounts receivable are recorded at the invoice amount and do not bear interest. The majority of trade accounts receivable represents amounts collected by credit card processors and third party billing agents for calls placed or to be placed through the Company's telephone platforms. Additionally, the Company holds receivables from various government agencies for prepaid calling plans, software sales, offender monitoring services, e-commerce services, and investigative analysis. The Company's trade receivables are analyzed for collectability based on the age of individual accounts or types of customers, and an allowance for doubtful accounts is maintained based on the age of those receivables. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in its existing accounts receivable. The Company's policy is to write-off accounts after 90–180 days from invoice date, depending on the type of customer, or after all collection efforts have failed.

The following table includes the activity related to the Company's allowance for doubtful accounts during the years ended December 31, 2016 and 2015 (in thousands):

	2016	2015
Balance, beginning of year	**$ 3,406**	$ 2,702
Additions charged to expense	**4,992**	3,907
Accounts written-off	**(5,235)**	(3,203)
Balance, end of year	**$ 3,163**	$ 3,406

Fair value of financial instruments: The Company's financial instruments consist of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, interest rate swaps, and long-term debt (including the current portion) as of December 31, 2016 and 2015. Due to their short term maturities, the carrying values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable and other liabilities approximated their fair values at December 31, 2016 and 2015. The interest rate swaps are recorded in the Consolidated Balance Sheet at fair value. The Company's long-term debt, including the current portion, reflects the original amounts borrowed net of unamortized discounts and deferred financing costs. Carrying amounts and estimated fair value of debt and derivatives are presented in Notes 4 and 5. The interest rate swap positions are recorded in accordance with market interest rates.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

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's revenues are concentrated in the United States in the corrections industry. At December 31, 2016 and 2015, one billing agent comprised approximately 13.6% and 16.5% of total trade accounts receivable, respectively. The Company does not require collateral on accounts receivable balances and provides allowances for potential credit losses. No customer generated more than 10% of revenues during the years ended December 31, 2016 or 2015.

Primonics conducts certain transactions using the Canadian dollar, while its functional currency is the U.S. dollar. Fluctuations in exchange rates between the U.S. dollar and the Canadian dollar did not have a material effect on the business, financial condition, and results of operations of the Company. Gains and losses on foreign exchange are reported within Interest and other expenses on the Consolidated Statement of Operations.

Inventory: The Company's inventory consists of media players. Inventory is stated at the lower of cost (first-in, first-out basis) or market, not to exceed net realizable value. Inventory is fully comprised of finished goods.

Property and equipment: All purchases of property and equipment are stated at cost and include costs necessary to place such property and equipment in service. Property and equipment acquired through mergers and acquisitions 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 charged to operations as incurred. Construction in progress represents the cost of material purchases and construction costs for telecommunications hardware systems and offender tracking devices in various stages of completion.

Depreciation is computed by the straight-line basis using estimated useful lives of 3 to 5 years for telecommunications equipment, offender tracking devices and office equipment. Depreciation is computed by the straight-line basis using an estimated useful life of 5 years for money transmittal kiosk equipment. Leasehold improvements and equipment acquired through capital lease arrangements are depreciated over the lesser of their useful life or lease term. No depreciation is recorded on construction in progress until the asset is placed in service.

Goodwill and intangible and other assets: Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations accounted for as acquisitions. Intangible and other assets include patents and trademarks, capitalized software development costs, acquired technology rights, acquired contract rights, equity investment, and deposits and other long-term assets.

In connection with the JPay Acquisition and Other 2015 Acquisitions, management assessed the value of the Company's additions to goodwill and intangible assets with the assistance of an independent appraiser based on a discounted cash flow model and multiple of earnings. Assumptions critical to the Company's fair value estimates under the discounted cash flow model include the discount rate, royalty rate, projected average revenue growth, and projected long-term growth rates in the determination of terminal values.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

The changes in the carrying amount of goodwill during the years ended December 31, 2016 and 2015 are as follows (dollars in thousands):

Balance, December 31, 2014	$	423,130
Goodwill acquired through JPay Acquisition		191,227
Goodwill acquired through Other 2015 Acquisitions		22,020
Balance, December 31, 2015		636,377
Goodwill acquired in 2016		-
Balance, December 31, 2016	**$**	**636,377**

Amortization of acquired technology is computed over useful asset lives which range from 3 to 12 years and in accordance with the pattern of the projected economic benefit of the asset. Amortization of acquired contracts is computed over useful asset lives which range from 3 to 25 years and in accordance with the pattern in which the economic benefit is projected to be earned each year over the life of the contract. As of December 31, 2016, acquired contracts included customer relationships, customer license agreements, noncompete contracts, and upfront customer incentives. Amortization of capitalized software development costs is computed on the straight-line basis over 3 to 5 years. As of December 31, 2016, the weighted average amortization period for all intangible assets subject to amortization was approximately 13.1 years.

The Company performs an annual qualitative assessment on December 31st of goodwill as of the last day of each fiscal year, or whenever events or circumstances indicate the fair value of the reporting unit is less than the carrying amount, to determine whether quantitative impairment testing is necessary. When necessary, the quantitative impairment test of goodwill is a two-step process and requires goodwill to be allocated to the Company's reporting units. In the first step, the fair value of the reporting unit is compared with the carrying value of the reporting unit. If the fair value of the reporting unit is less than the carrying value, goodwill impairment may exist and the second step of the test is performed. In the second step, the implied fair value of the goodwill is compared with the carrying value of the goodwill. An impairment loss is recognized to the extent that the carrying value of the goodwill exceeds the implied fair value of the goodwill. An impairment loss is recognized by reducing the carrying value of the asset to its implied fair value. The Company determined no goodwill impairment existed as of and for the years ended December 31, 2016 and 2015.

Other intangible assets with indefinite useful lives, primarily certain trademarks and tradenames, are reviewed qualitatively annually and tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset may be impaired. For this impairment test, the carrying value of the intangible asset is compared to its fair value. If the carrying value exceeds the fair value, an impairment loss is recognized by reducing the carrying value of the intangible asset to its fair value. The Company determined no impairment existed for assets with indefinite useful lives as of and for the years ended December 31, 2016 and 2015.

Long-lived assets, such as property, equipment and purchased intangibles subject to amortization, are grouped with other assets producing the same 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 by the amount by which the carrying value of the assets exceed the fair value of the assets. The Company determined no impairment existed as of and for the years ended December 31, 2016 and 2015.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

The Company capitalizes 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 cost 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. Costs related to training and maintenance are expensed as incurred.

The Company capitalizes interest costs associated with internally developed software based on the effective interest rate on aggregate borrowings. The Company capitalized interest in the amount of $0.3 million during each of the years ended December 31, 2016 and 2015. The Company capitalizes contract acquisition costs representing up-front payments required by customers as part of the competitive process to award a contract. These capitalized costs are included in acquired contract rights within the balance sheet caption "Intangibles and other assets, net" and are commonly referred to as signing bonuses in the industry.

The Company owns 20.3% of the common stock of Cottonwood Creek Technologies, Inc. This nonmarketable investment is accounted for under the equity method as the Company exercises significant influence but does not have control over the investee. As of December 31, 2016 and 2015, this investment had a carrying value of approximately $1.6 million, and the share of gains on investment during the year ended December 31, 2016 was nil.

Revenue recognition: Revenues related to collect and prepaid calling services generated by the direct call provisioning contracts are recognized during the period in which the calls are made. Revenues related to convenience fees are recorded as incurred. 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 volume. Advance payments received to fund customer accounts are deferred until the services are delivered. The Company records the related telecommunication costs for validating, transmitting, billing and collection, and line and long distance charges, along with commissions payable to the facilities and allowances for uncollectible calls, based on historical experience, during the same period in which revenue is recognized. Regulatory fees and taxes billed to customers are recorded on a net basis.

Revenues related to wholesale services are recognized in the period in which the calls are processed through the billing system, or when equipment is sold. During the same period, the Company records the related telecommunications costs for validating, transmitting, and billing and collection costs, along with allowances for uncollectible calls, as applicable, based on historical experience. The Company records call revenues related to wholesale services at the net amount since the Company is acting as an agent on behalf of another provider. For records processed through the billing system, this is the amount charged to the end user customer less the amount paid to the inmate telecommunications provider.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

Revenues related to software sales are primarily comprised of the licensing of the Company's software products, the associated maintenance agreements, most of which are on an annual basis, and professional services. In accordance with current guidance, revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured. Vendor-specific objective evidence, or VSOE, has been established for the products and services which have historically been sold individually and therefore for which a fair value can be determined. Revenue for these items is recognized upon delivery. Alternatively, when evidence of the fair value of one or more undelivered elements within a bundled sale does not exist, all revenue is deferred and recognized ratably over the period in which those elements are delivered.

Revenues related to offender monitoring systems and services are comprised of a subscription-based model. A flat, daily fee is charged by the Company to its customers in accordance with the number of offender monitoring devices used by the customer, and the revenue is recognized as the services are performed.

Revenues related to e-commerce are primarily generated through the provision of online secure payment services, electronic communication solutions, music and other media content services, and media devices. These goods and services are provided in accordance with multi-year contracts entered into between the Company and the facilities, and revenue is recognized upon delivery of the goods and services to the inmate. Deferred revenue consists of payments received for advanced sales of electronic communication or media content services.

401(k) plan: The Company sponsors a 401(k) savings plan for the benefit of eligible full-time employees. The plan is a qualified benefit plan in accordance with the Employee Retirement Income Security Act. Employees participating in the plan can generally contribute a portion of annual earnings not to exceed $18,000, or $24,000 for employees 50 years of age or older, in 2016. 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 $1.9 million and $1.6 million during the years ended December 31, 2016 and 2015, respectively.

Income taxes: 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 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.

Share-based compensation: The Company offers share-based awards to executives and certain key management personnel in a long-term equity incentive plan of Securus Investment Holdings, LLC (the Plan). The Company accounts for the Plan based on the grant date estimated fair value of each award, net of estimated forfeitures or cancellations, over the vesting period of the equity grant. The Company recorded compensation expense of approximately $2.4 million during each of the years ended December 31, 2016 and 2015 (see Note 7).

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.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

Acquisition accounting: Business acquisitions are accounted for under the acquisition method of accounting. Allocating the purchase price requires the Company to estimate the fair value of various assets and liabilities as well as contingent consideration. Management is responsible for determining the appropriate valuation model and estimated fair values, and in doing so, considers a number of factors, including information provided by an outside valuation advisor. The company primarily establishes fair value using the income approach based upon a discounted cash flow model. The income approach requires the use of many assumptions and estimates including future revenues and expenses, as well as discount factors and income tax rates.

Recently issued accounting pronouncements: In April 2015, the Financial Accounting Standards Board ("FASB") issued an update to clarify the accounting treatment for fees paid in cloud computing arrangements, such as software as a service, platform as a service, and other hosting arrangements. Under this update, if a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. Alternatively, if a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance has not changed the accounting treatment for service contracts. This update became effective for annual periods beginning after December 15, 2015, with early adoption permitted. The Company adopted this update in 2016 with no impact to its consolidated financial statements.

In August 2015, the FASB released an amendment to their January 2014 update regarding the implementation of Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*. ASC 606 will supersede ASC 605, *Revenue Recognition*, and most industry-specific guidance throughout the Industry Topics of the Codification. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, assets within the scope of ASC 360, *Property, Plant, and Equipment*, and intangible assets within the scope of ASC 350, *Intangibles—Goodwill and Other)* will be amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this update. Throughout 2016, the FASB has issued additional updates regarding the implementation of ASC 606. These updates include additional guidance regarding principal versus agent considerations, identification of performance obligations and licensing, assessment of collectability criterion and accounting for customer arrangements which don't meet the criteria of a contract, noncash consideration, impairment testing of contracts and provision for losses on contracts, and disclosures. Early adoption is permitted. Non-public companies are required to adopt the new revenue guidance for annual reporting periods beginning after December 15, 2018, with the option to implement a full or modified retrospective approach. The Company is currently evaluating the impact of this update on its consolidated financial statements.

In November 2015, the FASB issued an update to simplify the presentation of deferred income taxes by requiring all deferred tax liabilities and assets to be classified as noncurrent in the financial statements. This update is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted. The Company will evaluate the impact of this update on its consolidated financial statements.

Note 1. Business and Summary of Significant Accounting Policies (Continued)

In February 2016, the FASB issued an update which supersedes the leasing guidance in ASC 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This update is effective for fiscal years beginning after December 15, 2019, and a modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The Company will evaluate the impact of this update on its consolidated financial statements.

In August 2016, the FASB issued an update to clarify the classification of various types of transactions within the statement of cash flows. In this update, cash payments not made soon after the acquisition date of a business combination by an acquirer to settle a contingent consideration liability should be classified as cash outflows for financing activities and operating activities. Cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement-period adjustments) should be classified as financing activities; any excess should be classified as operating activities. Cash payments made soon after the acquisition date of a business combination by an acquirer to settle a contingent consideration liability will still be classified as cash outflows for investing activities. This update is effective for annual reporting periods beginning after December 15, 2017. The Company will evaluate the impact of this update on its consolidated financial statements.

In November 2016, the FASB issued an update to the presentation of transactions involving restricted cash within the statement of cash flows. In this update, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. This update does not provide a definition of restricted cash or restricted cash equivalents. This update is effective for non-public entities for annual reporting periods beginning after December 15, 2018, and early adoption is permitted. The Company will evaluate the impact of this update on its consolidated financial statements.

In January 2017, the FASB issued an update to clarify the definition of a business for purposes of classifying whether a transaction should be accounted for as an acquisition or disposal of a business or of an asset. This update rules that even if a group of assets acquired has both inputs and processes, if those assets are concentrated in a single identifiable asset or a group of similar identifiable assets, they do not constitute a business. This update is effective for non-public entities for annual reporting periods beginning after December 15, 2018, and early adoption is permitted under certain conditions. The Company will evaluate the impact of this update on its consolidated financial statements.

Note 2. Acquisitions

JPay Acquisition: On July 31, 2015, the Company acquired all outstanding stock of JPay through a stock purchase agreement. The aggregate purchase price was approximately $309.5 million, of which $252.5 million was paid at closing. Under the acquisition method, the total purchase price of JPay was allocated to tangible and identifiable intangible assets acquired and liabilities assumed based upon their estimated fair values as of the July 31, 2015 closing date. The funding for the acquisition consisted of $197.1 million in net debt proceeds, $54.0 million in equity proceeds, and approximately $1.4 million of cash.

Note 2. Acquisitions (Continued)

The purchase price included approximately $57.0 million of contingent consideration expected to be paid in 2016 through 2018 based on JPay's financial performance as compared to certain metrics as set forth in the stock purchase agreement. Fair value was estimated using the Monte Carlo method as of the acquisition date. At December 31, 2016 and 2015, the fair value of the contingent consideration was estimated at approximately $34.4 million and $64.6 million, respectively, with $29.7 million paid during the year ended December 31, 2016. The $0.5 million decrease and $7.6 million increase in fair value was recorded as Transaction expenses in the Company's Consolidated Statement of Operations for the years ended December 31, 2016 and 2015, respectively. The current and non-current portions of this contingent consideration was approximately $22.6 million reported within Accrued Liabilities and $11.8 million reported within Other long-term liabilities on the Consolidated Balance Sheet, respectively, as of December 31, 2016.

The purchase price of JPay on July 31, 2015 was allocated as follows (in thousands):

Current assets	$	15,334
Property and equipment		6,780
Identifiable intangible assets:		
Operating contracts and customer agreements		40,730
Trademarks and tradenames		24,330
Technology rights		41,100
Goodwill		191,227
Other assets		257
Other liabilities		(10,296)
Total purchase price	$	309,462

JPay's total gross contractual receivables at the acquisition date were approximately $5.5 million, of which approximately $0.4 million were not expected to be collected. The Company recorded the fair value of the receivables of approximately $5.1 million as of July 31, 2015, equal to the receivables expected to be collected. Transaction expenses in relation to the JPay Acquisition of approximately $2.3 million were included in the Company's Consolidated Statement of Operations for the year ended December 31, 2015.

Other 2015 Acquisitions: On January 14, 2015, Securus acquired all interests in CellBlox through an asset purchase agreement. The aggregate purchase price was $15.0 million paid in cash at closing. On July 31, 2015, Securus acquired all interests in Cara Clinicals through a stock purchase agreement. The aggregate purchase price was approximately $10.4 million paid in cash at closing. On October 30, 2015, Securus acquired all interests in Guarded Exchange through a securities purchase agreement. The aggregate purchase price was approximately $11.6 million, of which $8.9 million was paid in cash at closing. Guarded Exchange's purchase price included approximately $2.5 million of contingent consideration based on performance metrics which were satisfied as of December 31, 2015 and an approximate $0.4 million working capital adjustment, both which were paid during the year ended December 31, 2016. The Company accrued for this contingent consideration and working capital adjustment within Accrued liabilities on its Consolidated Balance Sheet as of December 31, 2015. Transaction expenses in relation to the Other 2015 Acquisitions of approximately $0.3 million were included in the Company's Consolidated Statement of Operations for the year ended December 31, 2015.

Note 2. Acquisitions (Continued)

Under the acquisition method, the total purchase prices of the Other 2015 Acquisitions were allocated to tangible and identifiable intangible assets acquired and liabilities assumed based upon their estimated fair values as of the date of purchase. The purchase price of Other 2015 Acquisitions was allocated as follows (in thousands):

Current assets	$ 775
Property and equipment	1,020
Identifiable intangible assets:	
Operating contracts and customer agreements	50
Technology rights	14,130
Goodwill	22,020
Deferred income taxes	146
Other liabilities	(1,048)
Total purchase price	$ 37,093

The total gross contractual receivables of the Other 2015 Acquisitions were approximately $0.8 million, all of which are expected to be collected. Accordingly, the Company recorded the fair value of the receivables of approximately $0.8 million as of the respective acquisition dates.

Through the 2015 acquisitions, the Company is broadening its array of products and services it offers to the corrections industry. Goodwill arising from the acquisitions represents synergies expected to be gained in the corrections market because of the complementary technologies acquired. The tax deductible goodwill is $135.0 million, $11.5 million, nil, and $7.9 million for the JPay, CellBlox, Cara Clinicals, and Guarded Exchange acquisitions, respectively.

Note 3. Balance Sheet Components

Accounts receivables, net consist of the following at December 31 (in thousands):

	2016	2015
Trade accounts receivable	**$ 37,868**	$ 34,004
Current portion of notes receivable	**1,292**	1,509
Income tax receivable	**658**	1,234
	39,818	36,747
Less allowance for doubtful accounts	**(3,163)**	(3,406)
	$ 36,655	$ 33,341

Note 3. Balance Sheet Components (Continued)

Property and equipment, net consists of the following at December 31 (in thousands):

	2016	2015
Telecommunications equipment	$ 37,840	$ 31,416
Money transmittal kiosks	22,981	19,902
Video visitation equipment	21,931	18,910
Offender tracking devices	14,116	9,261
Inmate media devices	2,672	2,421
Construction in progress	11,736	4,419
Office equipment	24,574	15,917
Leasehold improvements	9,619	4,309
	145,469	106,555
Less accumulated depreciation and amortization	(62,254)	(38,037)
	$ 83,215	$ 68,518

Depreciation expense for the years ended December 31, 2016 and 2015 was approximately $27.7 million and $17.9 million, respectively. Property and equipment acquired through capital lease (See Note 9) equaled $5.2 million, net of accumulated depreciation of $0.1 million, at December 31, 2016.

Intangibles and other assets, net consist of the following at December 31 (in thousands):

	Gross Carrying Value	Accumulated Amortization	Net	Weighted Average Life
2016:				
Patents and trademarks	**$ 77,723**	**$ (499)**	**$ 77,224**	**12.3**
Capitalized software development costs	**67,580**	**(25,786)**	**41,794**	**4.0**
Acquired technology rights	**187,682**	**(74,302)**	**113,380**	**8.8**
Acquired contract rights	**303,108**	**(82,603)**	**220,505**	**17.8**
Deposits and other long-term assets	**9,730**	**-**	**9,730**	
Equity investment	**1,586**	**-**	**1,586**	
	$ 647,409	**$ (183,190)**	**$ 464,219**	
2015:				
Patents and trademarks	$ 77,241	$ (223)	$ 77,018	10.9
Capitalized software development costs	47,158	(13,061)	34,097	4.1
Acquired technology rights	180,802	(50,806)	129,996	9.1
Acquired contract rights	297,829	(56,852)	240,977	18.1
Deposits and other long-term assets	10,504	-	10,504	
Equity investment	1,575	-	1,575	
	$ 615,109	$ (120,942)	$ 494,167	

For the year ended December 31 2016, gross and net intangibles comprised of software costs acquired through capital lease (see Note 9) equaled $0.1 million.

Note 3. Balance Sheet Components (Continued)

Long-term notes receivable with initial face values of $7.9 million, discounts totaling $1.4 million, and average effective interest rates of 6.6% and 6.5% were outstanding at December 31, 2016 and 2015, respectively. The Company recorded $0.2 million and $0.3 million in interest income related to these notes receivable for the year ended December 31, 2016 and 2015, respectively. Outstanding balances of $1.2 million and $2.4 million, net of unamortized discounts of $0.3 million and $0.5 million at December 31, 2016 and 2015, respectively, are reported within Intangibles and other assets, net within the Consolidated Balance Sheets. Long-term notes receivable are primarily related to patent infringement settlement agreements and are recorded at net present value with interest income recognized as earned.

At December 31, 2016 and 2015, the carrying amount of patents and trademarks that were not subject to amortization was $74.5 million.

Amortization of intangibles and other assets for the years ended December 31, 2016 and 2015 was $62.1 million and $49.3 million, respectively. Estimated amortization expense related to intangibles, excluding deposits and other long-term assets and equity investments, for each of the next five years through December 31, 2020 and thereafter is summarized as follows (in thousands):

2017	$ 64,076
2018	58,101
2019	49,251
2020	38,345
2021	30,549
Thereafter	138,101
	$ 378,423

Accrued liabilities consist of the following at December 31 (in thousands):

	2016	2015
Accrued expenses	$ 52,538	$ 58,371
Accrued compensation	10,236	7,931
Accrued taxes	6,311	5,138
Funding due to correctional facilities	6,176	4,682
Short term portion of capital leases	1,100	-
Accrued interest and other	845	489
	$ 77,206	$ 76,611

Note 4. Debt

Debt consists of the following at December 31 (in thousands):

	2016	2015
Revolving credit facility due April 2018	$ -	$ 17,000
Secured first lien term loans due April 2020	**614,213**	620,513
Secured second lien loans due April 2021	**165,000**	165,000
	779,213	802,513
Less unamortized deferred financing costs	**(13,060)**	(15,907)
Less unamortized discount	**(5,200)**	(6,265)
	760,953	780,341
Less current portion of long-term debt	**(6,300)**	(6,300)
	$ 754,653	$ 774,041

Deutsche Bank agreements: The Company is party to a first lien credit agreement (as amended, the Deutsche Bank First Lien Agreement) and a second lien credit agreement (as amended, the Deutsche Bank Second Lien Agreement and, together with the Deutsche Bank First Lien Agreement, the Deutsche Bank Agreements), in each case, among Deutsche Bank, in its capacity as a lender and as the administrative agent thereunder, and various other lenders from time to time party thereto. The Deutsche Bank First Lien Agreement provides the Company with $630.0 million secured first lien term loans and a $50.0 million revolving credit facility, which provides for a $30.0 million sublimit for the issuance of letters of credit. The Deutsche Bank Second Lien Agreement provides the Company with $165.0 million secured second lien term loans. The Deutsche Bank Agreements provide an incremental basket to issue additional secured or unsecured loans or notes in an aggregate amount up to an additional $100.0 million (less the amount of any previously issued incremental loans and notes allocated to this basket) plus additional first lien loans and notes so long as the Consolidated First Lien Net Leverage Ratio (as defined in the Deutsche Bank Agreements) determined on a pro forma basis is no more than 4.25:1.00, plus additional junior lien and unsecured loans and notes so long as the Consolidated Total Net Leverage Ratio (as defined in the Deutsche Bank Agreements) determined on a pro forma basis is no more than 6.25:1.00.

The secured first lien term loans and advances under the revolving credit facility of the Deutsche Bank First Lien Agreement bear interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Rate, currently 2.5%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 3.25%. The Applicable Rate for Base Rate Loans and Eurocurrency Rate Loans drops by 25 basis points if the Consolidated First Lien Net Leverage Ratio is less than or equal to 3.50:1.00 but greater than 2.50:1.00, and a further 25 basis points if the ratio is less than or equal to 2.50:1.00. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Deutsche Bank Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank Trust Company Americas, in effect on such day, and (c) the Eurocurrency Rate for an Interest Period of one month, plus 1.00%. The Eurocurrency Rate must be at least 1.25%. 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 0.50% per annum. The revolving credit facility expires on April 30, 2018. The secured first lien term loans mature on April 30, 2020. The effective interest rate at December 31, 2016 was 5.2%, payable quarterly in arrears.

Note 4. Debt (Continued)

The Deutsche Bank First Lien Agreement requires amortization payments of 1.00% per annum of the initial outstanding principal amount of the secured first lien term loans, which are due quarterly, allows for voluntary prepayments of the first lien loans, and requires mandatory prepayments 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). To the extent the Company generates excess cash flow (as defined in the Deutsche Bank Agreements) in any fiscal year, starting with the fiscal year ended December 31, 2014, the Company is required to prepay principal equal to 50% of such excess cash flow less voluntary repayments of the loans during such fiscal year if, as of the last day of the most recently ended fiscal year, the Consolidated Total Net Leverage Ratio (as defined in the Deutsche Bank Agreements) is greater than 4.00:1.00. If the Consolidated Total Net Leverage ratio is less than or equal to 4.00:1.00 but greater than 3.00:1.00, the Company is required to prepay principal equal to 25% of such excess cash flow less voluntary repayments of the loans. No payment is required if the Consolidated Total Net Leverage ratio is less than 3.00:1.00. The obligations under the Deutsche Bank First Lien Agreement are secured by a first lien on substantially all of the Company's and the Company's domestic subsidiaries' assets. The Company draws from the revolving credit facility to cover normal business cash requirements. As of December 31, 2016, the Company had no balance outstanding on the revolving credit facility, $0.5 million of letters of credit outstanding, and $49.5 million of borrowing availability under the revolving credit facility, which includes $29.5 million of unused letter of credit availability.

The secured second lien term loans under the Deutsche Bank Second Lien Agreement bear interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Rate, currently 6.75%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 7.75%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank Trust Company Americas, in effect on such day, and (c) the Eurocurrency Rate for an Interest Period of one month, plus 1.00%. The Eurocurrency Rate must be at least 1.25%. The Deutsche Bank Second Lien Agreement does not require principal amortization payments and matures on April 30, 2021. The effective interest rate at December 31, 2016 was 9.7%, payable quarterly in arrears. The Deutsche Bank Second Lien Agreement allows for voluntary prepayments of the second lien term loans, and, subject to application to the first lien loans under the Deutsche Bank First Lien Agreement, requires the same mandatory prepayments of the second lien term loans as the Deutsche Bank First Lien Agreement requires of the first lien term loans.

On July 31, 2015, the Company entered into a third amendment to the Deutsche Bank First Lien Agreement (Third Amendment) through which it borrowed an additional $205.0 million (Second Tranche) of secured term loans. The net proceeds of $197.1 million, after deducting approximately $2.1 million of original issue discount and approximately $5.8 million of debt issuance costs, were used towards the acquisition of JPay, Inc. The Third Amendment requires amortization payments of 1.00% per annum of the initial principal amount of the Second Tranche, which are due quarterly commencing with the second full fiscal quarter following the JPay Closing Date, allows for voluntary prepayments of the Second Tranche, and subject to application to the initial first lien term loans, requires the same mandatory prepayments of the Second Tranche as the Deutsche Bank First Lien Agreement requires of the initial first lien term loans. The Second Tranche bears interest at an annual rate at the Company's option equal to either: a) the Base Rate plus the Applicable Rate, currently 3.25%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 4.25%. The Eurocurrency Rate must be at least 1.00%. The Second Tranche matures on April 30, 2020. The effective interest rate at December 31, 2016 was 5.9%, payable quarterly in arrears beginning on March 31, 2016.

Note 4. Debt (Continued)

All of the Company's domestic subsidiaries (collectively, the Subsidiary Guarantors) are jointly and severally liable for the secured revolving credit facility, secured first lien term loans and secured second lien term loans under the Deutsche Bank Agreements. The Subsidiary Guarantors are wholly-owned by the Company.

The Deutsche Bank Agreements contain operating covenants that limit the Company's and its restricted subsidiaries' ability to incur additional indebtedness, make certain payments including dividends to shareholders, 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 their business and enter into transactions with affiliates, 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, it 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.

The Deutsche Bank First Lien Agreement contains a springing financial covenant for the benefit of only the lenders under the revolving credit facility, which covenant requires the maintenance of a specified first lien net leverage ratio only if usage of the revolver exceeds 20% of the amount of the revolving credit facility commitment (excluding $2.5 million of letters of credit and any cash collateralized letters of credit) on any quarterly test date.

The Company's long-term debt bears interest at variable market rates; therefore, the fair value of the debt instruments approximates their carrying value at December 31, 2016 and 2015.

Future maturities of debt for each of the following five years are as follows (in thousands):

2017	$ 6,300
2018	6,300
2019	6,300
2020	595,313
2021	165,000
	$ 779,213

Note 5. Derivative Instruments

The Company uses 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 involve 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.

Note 5. Derivative Instruments (Continued)

The Company is party to two interest rate swap agreements, both under which the Company is the fixed interest rate payer. The first agreement is with BNP Paribas for a notional amount of $150.0 million, for which the Company pays a fixed interest rate of 2.76% per annum. Payment dates for the Company are quarterly, effective September 30, 2015 and will end on June 30, 2018, the termination date. As of December 31, 2016 and 2015, the derivative was recorded at the fair value of approximately $3.0 million and $4.5 million, respectively. Related interest expense of $0.8 million and $2.0 million was recorded for the periods ending December 31, 2016 and 2015, respectively. Interest expense for the period ending December 31, 2016 comprised of a $1.5 million reduction in fair value and of $2.3 million of interest incurred on the notional amount, which commenced on June 30, 2015.

The second agreement is with Deutsche Bank for a notional amount of $150.0 million, for which the Company pays a fixed interest rate of 2.79%. Payment dates for the Company are quarterly, effective September 30, 2015, and will end on June 30, 2018, the termination date. As of December 31, 2016 and 2015, the derivative was recorded at the fair value of approximately $3.1 million and $4.6 million, respectively. Related interest expense of $0.8 million and $2.0 million was recorded for the periods ending December 31, 2016 and 2015, respectively. Interest expense for the period ending December 31, 2016 comprised of a $1.5 million reduction in fair value and of $2.3 million of interest incurred on the notional amount, which commenced on June 30, 2015.

The Company's derivative instruments are valued using quoted market prices and significant other observable and unobservable inputs. The fair value was obtained by comparing the contract rate to a published forward price of the underlying market rates and was classified within Level 2 of the fair value hierarchy. Derivative financial instruments are recorded in the Consolidated Balance Sheets in Other long-term liabilities and are measured at fair value.

Note 6. Income Taxes

Income tax expense (benefit) is as follows for the years ended December 31, 2016 and 2015 (in thousands):

	2016	2015
Current:		
U.S. federal	**$ 171**	$ 126
U.S. state	**2,012**	937
Foreign	**(57)**	(11)
Total current	**2,126**	1,052
Deferred:		
U.S. federal	**5,824**	2,705
U.S. state	**847**	2,648
Foreign	**104**	(53)
Total deferred	**6,775**	5,300
Total income tax expense	**$ 8,901**	$ 6,352

Note 6. Income Taxes (Continued)

Income taxes differ from the expected statutory income tax benefit, by applying the U.S. federal income tax rate of 35% to pre-tax earnings from continuing operations due to the following (in thousands):

	2016	2015
Expected statutory income tax	$ 6,017	$ 3,455
Amounts not deductible for income tax	1,245	1,194
State taxes, net of federal benefit	1,733	2,266
Change in valuation allowance	169	(6,119)
Capital loss expiration	-	5,960
Rate change	158	40
Other	(421)	(444)
Total income tax expense	$ 8,901	$ 6,352

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, 2016 and 2015, respectively, are presented below (in thousands):

	2016	2015
Net current deferred income tax assets (liabilities):		
Allowance for doubtful accounts	$ 1,209	$ 1,300
Accrued expenses	1,603	1,602
Deferred revenue	8,720	8,538
Other	11	11
Current deferred income tax assets	11,543	11,451
Current deferred income tax liabilities	(239)	(157)
Less valuation allowance	(36)	(2)
Net current deferred income tax assets	11,268	11,292
Net noncurrent deferred income tax assets (liabilities):		
Deferred income tax assets:		
Net operating loss and tax credit carryforwards	28,731	31,163
Derivative instruments	2,314	3,462
Goodwill	138	7,885
Contingent consideration valuation adjustment	2,724	2,898
Transaction expenses	1,572	1,699
Other	107	485
Noncurrent deferred income tax assets	35,586	47,592
Deferred income tax liabilities:		
Property and equipment principally due to differences in depreciation	(16,775)	(15,091)
Intangible assets due to difference in book/tax basis	(100,099)	(107,173)
Noncurrent deferred income tax liabilities	(116,874)	(122,264)
Less valuation allowance	(147)	(12)
Net noncurrent deferred income tax liabilities	(81,435)	(74,684)
Net deferred income tax liability	$ (70,167)	$ (63,392)

Note 6. Income Taxes (Continued)

Amounts not deductible for income tax consist primarily of long-term equity incentive compensation for Company executives and certain key management employees. At December 31, 2016, the Company had U.S. federal net operating loss carryforwards for tax purposes aggregating approximately $80.2 million the majority of which, if not utilized to reduce taxable income in future periods, will expire from 2027 through 2033. Approximately $73.3 million of these net operating loss carryforwards are subject to certain rules under Internal Revenue Code (IRC) Section 382. As of December 31, 2016, $7.9 million of these net operating loss carryforwards subject to IRC Section 382 remain limited and unavailable for utilization in the current year, and will remain limited until expiration. 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, with the exception of the $7.9 million that remains limited until expiration. In addition, at December 31, 2016 the Company had no Canadian federal net operating loss carryforwards for tax purposes. The capital loss carryforward arising from the 2010 sale of the Company's offender management software business expired in 2015.

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 had no unrecognized tax benefits for the year ended December 31, 2016, and approximately $20,000 at December 31, 2015 related to various state jurisdictions.

Securus or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, Canada and various states. The Company files domestic income tax returns as part of a consolidated group at the Connect Acquisition Corp. level and has open tax years for the U.S. federal return from 2001 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 2011.

A valuation allowance is provided when it is more likely than not that some portion or the entire net deferred tax asset will not be realized. 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 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 has offset the net deferred tax assets, including net operating loss carryforwards, with a valuation allowance of $0.2 million and nil at December 31, 2016 and 2015, respectively.

Note 7. Stockholder's Equity

The Company's stockholder's equity is comprised of authorized 1,000 shares of capital stock with a par value of $0.01. All of the shares were issued and are 100% owned by Securus Holdings, Inc.

Note 7. Stockholder's Equity (Continued)

Share-based compensation: Under the Company's Plan, Securus executives and certain key management personnel are awarded share-based awards as provided for in the Amended and Restated Limited Liability Company Agreement of Securus Investment Holdings, LLC (the LLC Agreement). The Company's board of directors administers the Plan, which is designed to serve as an incentive to attract and retain qualified and competent employees. The board of directors set aside 55.9 million Series B Units in Securus Investment Holdings, LLC (SIH), the "Incentive Units", to be granted to participants under individual Incentive Unit Agreements. The Incentive Units vest at 20% annually over a 5 year period and are subject to forfeiture pursuant to the terms of the Incentive Unit Agreements. All Incentive Units will immediately vest upon a change in control.

The Company utilized the Black-Scholes Option Pricing Method to determine the fair value of the Incentive Units at the grant date. The weighted-average assumptions used were as follows:

Expected life	5 years
Risk-free interest rate	0.80%
Expected volatility	54%

At December 31, 2016 and 2015, 55.9 million and 52.4 million Incentive Units were issued under the Plan, respectively. Of this amount, 506 thousand Incentive Units were issued to a third party under a consulting agreement, which provides for IT consulting services to be performed over a 5 year term. Incentive Units granted, vested, and forfeited are as follows:

	No. of Units (in '000's)	Weighted Average Grant Date Fair Value	Aggregate Fair Value (in '000's)
Nonvested units, beginning of year	32,714	$ 0.23	
Units granted	4,449	0.18	
Units vested	(10,403)	0.23	
Units forfeited	(984)	0.15	
Nonvested units, end of year	**25,776**	**$ 0.22**	**$ 5,712**

The Company records compensation expense on the Incentive Units commensurate with their vesting schedules. Compensation expense of $2.4 million was charged to Selling general and administrative expenses in the Consolidated Statement of Operations for each of the years ended December 31, 2016 and 2015. The aggregate fair value of the Incentive Units which had vested during the years ended December 31, 2016 and 2015 was $2.4 million and $2.3 million, respectively. As of December 31, 2016, there was approximately $4.1 million total unrecognized compensation cost related to the Plan to be recognized over the weighted-average remaining vesting period of 1.74 years.

Note 8. Related Party Transactions

The Company conducts business with Cara Clinicals and Universal Software Corp. (Universal), the owners of which are related to an executive of Archonix. On July 31, 2015, the Company acquired Cara, at which point the Company had made payments of $0.5 million during the period then ended. There were no amounts due to Cara at the acquisition date.

During the periods ended December 31, 2016 and 2015, the Company had made payments to Universal of $2.3 million and $1.5 million, respectively. As of December 31, 2016 and 2015, the balance due to Universal was $0.4 million.

Note 9. Commitments and Contingencies

Leases: The Company leases office space and certain office equipment under operating lease agreements. Most of the Company's lease terms have escalation clauses and renewal options, typically equal to the lease term. The Company accounts for escalating rents on a straight-line basis over the life of the lease. Rent expense under operating lease agreements for the years ended December 31, 2016 and 2015 was approximately $6.9 million and $5.0 million, respectively.

The Company has also entered into various agreements to rent telecommunications, office equipment, and computer software which are accounted for as capital leases. The current and non-current portions of these capital lease obligations are included in Accrued Liabilities and in Other long-term liabilities on the Consolidated Balance Sheet, respectively. Of total future payments for capital lease agreements in effect at December, 31 2016, $0.4 million is comprised of interest. Capital lease assets also included $0.2 million of hardware maintenance, which is included in Prepaid expenses and other current assets on the Consolidated Balance Sheet for the year ended December 31, 2016.

Future minimum payments under the Company's operating and capital lease agreements for each of the next five years and thereafter are summarized as follows (in thousands):

	Operating Leases	Capital Leases
2017	$ 6,032	$ 1,185
2018	8,164	1,330
2019	6,869	1,322
2020	5,494	274
2021	5,454	3
Thereafter	31,258	-
Total minimum lease payments	$ 63,271	$ 4,114

During the year ended December 31, 2016, the Company entered into a sale-leaseback transaction in which the Company was the seller and lessee in the arrangement. The assets sold had a net book value of $4.1 million and were sold for $4.3 million in cash. The $0.2 gain on the sale was deferred and is being amortized over the term of the lease. Total gain recognized during the year ended December 31, 2016 was $38,000.

Note 9. Commitments and Contingencies (Continued)

Minimum guaranteed payments: The Company is required to make the following minimum commission payments to certain of its correctional facility customers regardless of the level of revenues generated by the Company on those contracts, as follows (in thousands):

2017	$ 32,440
2018	19,357
2019	14,729
2020	9,664
2021	3,138
Thereafter	5,355
Total minimum commission payments	$ 84,683

Employment agreements: As of December 31, 2016, 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 (as defined). In addition, executives of the Company participate in the equity incentive compensation plan of Securus Investment Holdings, LLC (see Note 7).

Litigation and regulatory matters: The Federal Communications Commission ("FCC") report and order released September 2013 regarding interstate inmate calling rates remains stayed as to several of its rules and the appeal has been fully briefed but remains held in abeyance. The FCC released its second report and order on November 5, 2015, which by its express terms replaced the September 2013 order. Securus and several other parties lodged appeals at the U.S. Court of Appeals for the D.C. Circuit and moved for a stay. On March 7, 2016 the D.C. Circuit issued a partial stay on calling rate caps and single-call payment service rate caps. All other provisions of the FCC Rules remain in effect.

On March 16, 2016, before the second inmate rate order was due to become effective in part, the FCC's staff issued a "clarification" via a Public Notice, announcing that interim rate caps apply to both interstate and intrastate inmate calls. Securus filed an Emergency Motion for Stay with the U.S. Court of Appeals on March 17, 2016, seeking confirmation that the intrastate rates were in fact stayed and that contrary to the FCC's opinion, the interim interstate rates did not extend to intrastate rates. On March 23, 2016, the U.S. Court of Appeals for the D.C. Circuit ruled in the Company's favor, and granted an Emergency Stay Motion which confirmed that imposing interim interstate rate caps does not apply to intrastate calling services. As a result, the interstate rate cap remains in effect, but there is no rate cap on intrastate calls. The Company completed the implementation of fee changes for all "Prisons" on March 17, 2016 and the rate changes for all "Jails" effective June 20, 2016.

On August 4, 2016, the FCC issued another Order (Order on Reconsideration) that raised the inmate call rate caps to account for costs correctional facilities incur. The FCC did not cap the cost recovery commission amount to the fee-per-minute added. Securus and several other parties petitioned the FCC for a stay. The Order was published in the Federal Register on September 13, 2016. The Company filed its Motion for Stay of the new Order on Reconsideration at the U.S. Court of Appeals for the D.C. Circuit on September 27, 2016. The FCC Wireline Competition Bureau then issued an order denying the various Petitions for Stay on September 30, 2016.

Note 9. Commitments and Contingencies (Continued)

On November 2, 2016 the U.S. Court of Appeals stayed the Order on Reconsideration. By letter dated January 31, 2017, the FCC informed the US Court of Appeals, that "a majority of the current Commission does not believe that the agency has the authority to cap intrastate rates under section 276 of the Act", upon which the FCC informed the Court that they are abandoning the contention that the Commission has the authority to cap intrastate rates for inmate calling services. Oral argument at the U.S. Court of Appeals for the D.C. Circuit occurred on February 6, 2017; however, a decision is not expected for 60 to 90 days.

The Company has been, and expects to continue to be, subject to various legal and administrative proceedings or various claims in the normal course of business. We believe the ultimate disposition of these matters will not have a material effect on our financial condition, liquidity, or results of operations.

2015

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Financial Report
December 31, 2015

THE POWER OF BEING UNDERSTOOD
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RSM US LLP

Independent Auditor's Report

To the Board of Directors and Stockholders
Securus Technologies Holdings, Inc. and Subsidiaries
Dallas, Texas

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of Securus Technologies Holdings, Inc. and its Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of operations, stockholder's equity and cash flows for the years then ended and the related notes to the consolidated financial statements, (collectively, financial statements).

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Securus Technologies Holdings, Inc. and its subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Dallas, Texas
March 25, 2016

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Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Balance Sheets
December 31, 2015 and 2014
(Dollars in thousands, except per share amounts)

ASSETS	**2015**	2014
Current assets:		
Cash and cash equivalents	**$ 6,202**	$ 2,063
Restricted cash	**7,789**	4,114
Account receivable, net	**33,341**	28,259
Inventory	**4,224**	-
Prepaid expenses	**15,532**	8,870
Current deferred income taxes	**11,292**	9,125
Total current assets	**78,380**	52,431
Property and equipment, net	**68,518**	39,197
Intangibles and other assets, net	**494,167**	390,094
Goodwill	**636,377**	423,130
Total assets	**$ 1,277,442**	$ 904,852
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	**$ 19,137**	$ 14,347
Accrued liabilities	**76,611**	32,011
Deferred revenue and customer advances	**25,322**	19,449
Current portion of long-term debt	**6,300**	4,250
Total current liabilities	**127,370**	70,057
Deferred income taxes	**74,684**	67,363
Long-term debt	**774,041**	562,544
Other long-term liabilities	**46,306**	9,779
Total liabilities	**1,022,401**	709,743
Commitments and contingencies		
Stockholder's equity:		
Common stock, $0.01 stated value at December 31, 2015 and 2014; 1,000 shares authorized, issued and outstanding at December 31, 2015 and 2014	**-**	-
Additional paid-in capital	**254,208**	197,794
Retained earnings (accumulated deficit)	**833**	(2,685)
Total stockholder's equity	**255,041**	195,109
Total liabilities and stockholder's equity	**$ 1,277,442**	$ 904,852

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Operations
Years ended December 31, 2015 and 2014
(Dollars in thousands)

	2015	2014
Revenue:		
Direct call provisioning	**$ 386,898**	$ 347,592
Wholesale services	**27,699**	24,792
E-commerce revenue	**38,566**	-
Offender monitoring systems and services	**25,920**	26,255
Software sales	**5,256**	5,978
Total revenue	**484,339**	404,617
Operating costs and expenses:		
Cost of service	**226,099**	197,885
Selling, general and administrative expenses	**123,054**	97,643
Depreciation and amortization expense	**67,149**	59,668
Transaction expenses	**10,382**	772
Total operating costs and expenses	**426,684**	355,968
Operating income	**57,655**	48,649
Interest and other expenses, net	**(47,785)**	(41,730)
Income before income taxes	**9,870**	6,919
Income tax expense	**6,352**	1,414
Net income	**$ 3,518**	$ 5,505

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Stockholder's Equity
Years ended December 31, 2015 and 2014
(Dollars in thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Stockholder's Equity
	Shares	Amount			
Balance, December 31, 2013	1,000	$ -	$ 195,475	$ (8,190)	$ 187,285
Share-based compensation	-	-	2,319	-	2,319
Forfeitures of incentive units					-
Net income	-	-	-	5,505	5,505
Balance at December 31, 2014	1,000	-	197,794	(2,685)	195,109
Contribution from parent			54,000	-	54,000
Share-based compensation	-	-	2,414	-	2,414
Net income	-	-	-	3,518	3,518
Balance at December 31, 2015	**1,000**	**$ -**	**$ 254,208**	**$ 833**	**$ 255,041**

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
Years ended December 31, 2015 and 2014
(Dollars in thousands)

	2015	2014
Cash flows from operating activities:		
Net income	$ 3,518	$ 5,505
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	67,149	59,668
Deferred income taxes	5,300	(56)
Share-based compensation	2,414	2,319
Loss on extinguishment of debt	-	-
Amortization of deferred financing costs and discounts	3,698	2,061
Change in fair value of derivatives	1,700	4,546
Change in fair value of contingent consideration	7,577	-
Other operating activities, net	(335)	(420)
Changes in operating assets and liabilities:		
Restricted cash	4,114	39
Accounts receivable	681	1,507
Prepaid expenses and other current assets	(5,834)	(1,674)
Inventory	(2,987)	-
Intangible and other assets	(4,641)	(294)
Accounts payable	4,237	999
Accrued and other liabilities	7,862	5,464
Net cash provided by operating activities	94,453	79,664
Cash flows from investing activities:		
Purchase of property and equipment	(39,429)	(16,181)
Additions to intangible assets	(26,698)	(32,210)
Business acquisitions, net of cash acquired	(286,819)	(19,685)
Purchase of equity investment	(1,378)	-
Proceeds from sale of assets	202	-
Net cash used in investing activities	(354,122)	(68,076)
Cash flows from financing activities:		
Related party activities, net	-	-
Capital contributions	-	-
Net activity on revolver	17,000	(18,000)
Long-term debt borrowings, net of issuance costs	197,141	14,775
Payments on and repurchases of long-term debt	(4,250)	(4,213)
Contribution from parent	54,000	-
Cash overdraft	(83)	(4,421)
Net cash provided by (used in) financing activities	263,808	(11,859)
Increase (decrease) in cash and cash equivalents	4,139	(271)
Cash and cash equivalents, beginning of year	2,063	2,334
Cash and cash equivalents, end of year	$ 6,202	$ 2,063
Supplemental disclosures:		
Cash paid during the period for:		
Interest	$ 42,762	$ 36,091
Income taxes, net of refunds	$ 1,992	$ 1,293
Noncash investing and financing activities:		
Leasehold improvements	$ 58	$ 509

See Notes to Consolidated Financial Statements.

Note 1. Business and Summary of Significant Accounting Policies

Securus Technologies Holdings, Inc. ("Securus" or the "Company"), is based in Dallas, Texas and, through its subsidiaries, is a leading provider of civil and criminal justice technology solutions that improve public safety and modernize the incarceration experience for approximately 3,400 correctional facilities and over 1,200,000 inmates across the United States. As one of the largest inmate communications providers and the only full-spectrum solutions provider in the corrections industry, the Company's product and service combinations deliver unique, full criminal lifecycle solutions from pre-incarceration incident management through post-incarceration monitoring.

Principles of Consolidation and Basis of Presentation: The accompanying consolidated financial statements include the accounts of Securus Technologies Holdings, Inc. and its wholly-owned subsidiaries, Securus Technologies, Inc. and T-Netix, Inc. Securus Technologies, Inc. also includes the accounts of Primonics (2006), Inc. ("Primonics"), Direct Hit Systems, Inc. ("Direct Hit"), Satellite Tracking of People, LLC ("STOP"), Archonix Systems, LLC and its wholly owned subsidiary, Pamet Software LLC ("Archonix"), Telerus, Inc. ("Telerus"), JLG Technologies, LLC ("JLG"), CellBlox Acquisitions, LLC ("CellBlox"), JPay, Inc. ("JPay") through a merger subsidiary, Cara Clinicals, Inc. ("Cara Clinicals"), and Guarded Exchange, LLC ("Guarded Exchange"). All intercompany accounts and transactions have been eliminated in consolidation.

On July 31, 2015, Securus acquired all outstanding stock of JPay through a Stock Purchase Agreement (the "JPay Acquisition"). JPay became a wholly owned subsidiary on the effective date of the acquisition (see Note 2).

On October 30, 2015, Securus acquired all interests in Guarded Exchange through a membership interest purchase agreement. On July 31, 2015, Securus acquired all interests in Cara Clinicals through a stock purchase agreement. On January 14, 2015, Securus acquired all interests in CellBlox through an asset purchase agreement. Guarded Exchange, Cara Clinicals, and CellBlox (collectively known as the "Other 2015 Acquisitions") became wholly own subsidiaries on the effective dates of the respective acquisitions (see Note 2).

On February 19, 2015, Securus acquired 20.3% of the common stock of Cottonwood Creek Technologies, Inc. This investment is classified within intangibles and other assets on the Consolidated Balance Sheet and the unrealized gain (loss) on investment is reported within Interest and other expenses on the Consolidated Statement of Operations.

On June 9, 2014, Securus acquired all interests in JLG through a membership interest purchase agreement. On February 28, 2014, Securus acquired all interests in Telerus through a merger agreement. JLG and Telerus (collectively known as the "2014 Acquisitions") became wholly owned subsidiaries on the effective dates of the respective acquisitions (see Note 2).

Certain amounts in the prior period's consolidated financial statements and related notes thereto have been reclassified to conform to the current period presentation. This reclassification had no impact on operating income, net income, or cash flows of the Company for the prior period presented. The Company's 2014 Consolidated Balance Sheet was adjusted to reflect the early adoption of ASU 2015-03, Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs, which requires debt issuance costs to be presented as a deduction from long-term debt rather than as a long-term asset. Accordingly, intangibles and other assets, net and long-term debt were reduced by $12.8 million at December 31, 2014 to reflect this presentation.

Management evaluated the disclosure of any material subsequent events through March 25, 2016, which was the date the financial statements were issued.

Accounting Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("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 and inventory, the recoverability of property and equipment, goodwill, intangible and other assets, contingent consideration (Note 2) 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 resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

Cash and 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 established for regulatory requirements 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.

Trade Accounts Receivable: Trade accounts receivable are recorded at the invoice amount and do not bear interest. The majority of trade accounts receivable represents amounts collected by credit card processors and third party billing agents for calls placed or to be placed through the Company's telephone platforms. Additionally, the Company holds receivables from various government agencies for prepaid calling plans, software sales, offender monitoring services, e-commerce services, and investigative analysis. The Company's trade receivables are analyzed for collectability based on the age of individual accounts or types of customers, and an allowance for doubtful accounts is maintained based on the age of those receivables. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in its existing accounts receivable. The Company's policy is to write-off accounts after 90 – 180 days from invoice date, depending on the type of customer, or after all collection efforts have failed.

The following table includes the activity related to the Company's allowance for doubtful accounts during the years ended December 31, 2015 and 2014 (in thousands):

	2015	2014
Balance, beginning of period	**$ 2,702**	$ 3,056
Additions charged to expense	**3,907**	3,483
Accounts written-off	**(3,203)**	(3,837)
Balance, end of period	**$ 3,406**	$ 2,702

Fair Value of Financial Instruments: The Company's financial instruments consist of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, interest rate swaps, and long-term debt (including the current portion) as of December 31, 2015 and 2014. The carrying values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable and other liabilities approximated their fair values at December 31, 2015 and 2014. The interest rate swaps are recorded in the Consolidated Balance Sheet at fair value. The Company's long-term debt, including the current portion, reflects the original amounts borrowed net of unamortized discounts and deferred financing costs. Carrying amounts and estimated fair value of debt and derivatives are presented in Notes 4 and 5. The interest rate swap positions are recorded in accordance with market interest rates.

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's revenues are concentrated in the United States in the inmate telecommunications industry. At December 31, 2015, one billing agent comprised approximately 16.5% of total trade accounts receivable. At December 31, 2014, two billing agents in total comprised approximately 38.3% of total trade accounts receivable. The Company does not require collateral on accounts receivable balances and provides allowances for potential credit losses. No customer generated more than 10% of revenues during the years ended December 31, 2015 or 2014.

Primonics conducts certain transactions using the Canadian dollar, while its functional currency is the U.S. dollar. Fluctuations in exchange rates between the U.S. dollar and the Canadian dollar did not have a material effect on the business, financial condition and results of operations of the Company.

Inventory: The Company's inventory consists of media players. Inventory is stated at the lower of cost (first-in, first-out basis) or market, not to exceed net realizable value. Inventory is fully comprised of finished goods.

Property and Equipment: All purchases of property and equipment are stated at cost and include costs necessary to place such property and equipment in service. Property and equipment acquired through mergers and acquisitions 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 charged to operations as incurred. Construction in progress represents the cost of material purchases and construction costs for telecommunications hardware systems and offender tracking devices in various stages of completion.

Depreciation is computed by the straight-line basis using estimated useful lives of 3 to 5 years for telecommunications equipment, offender tracking devices and office equipment. Depreciation is computed by the straight-line basis using an estimated useful life of 5 years for money transmittal kiosk equipment. Leasehold improvements are depreciated over the lesser of their useful life or lease term. No depreciation is recorded on construction in progress until the asset is placed in service.

Goodwill and Intangible and Other Assets: Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations accounted for as acquisitions. Intangible and other assets include acquired contract rights, acquired technology, internally developed computer software, patents and license rights, patent application costs, trademarks, trade names, non-compete agreements and other intellectual property, equity investments, deposits, and long-term prepayments and other assets.

The Company capitalizes interest costs associated with internally developed software based on the effective interest rate on aggregate borrowings. The Company capitalized interest in the amount of $284,000 and $358,000 during the years ended December 31, 2015 and 2014, respectively. The Company capitalizes contract acquisition costs representing up-front payments required by customers as part of the competitive process to award a contract. These capitalized costs are included in acquired contract rights within the balance sheet caption "Intangibles and other assets, net" and are commonly referred to as signing bonuses in the industry.

In connection with the 2014 Acquisitions, JPay Acquisition, and Other 2015 Acquisitions, management assessed the value of the Company's additions to goodwill and intangible assets with the assistance of an independent appraiser based on a discounted cash flow model and multiple of earnings. Assumptions critical to the Company's fair value estimates under the discounted cash flow model include the discount rate, projected average revenue growth, and projected long-term growth rates in the determination of terminal values.

The Company performs an annual qualitative assessment on December 31st of goodwill and other intangible assets with indefinite useful lives as of the last day of each fiscal year, or whenever events or circumstances indicate the fair value of the reporting unit is less than the carrying amount, to determine whether further impairment testing is necessary. When necessary, the goodwill impairment test is a two-step process and requires goodwill to be allocated to the Company's reporting units. In the first step, the fair value of the reporting unit is compared with the carrying value of the reporting unit. If the fair value of the reporting unit is less than the carrying value, goodwill impairment may exist and the second step of the test is performed. In the second step, the implied fair value of the goodwill is compared with the carrying value of the goodwill. An impairment loss is recognized to the extent that the carrying value of the goodwill exceeds the implied fair value of the goodwill. An impairment loss is recognized by reducing the carrying value of the asset to its implied fair value. The Company determined no goodwill impairment existed as of and for the years ended December 31, 2015 and 2014.

Other intangible assets with indefinite useful lives are reviewed qualitatively annually and tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset may be impaired. For this impairment test, the carrying value of the intangible asset is compared to its fair value. If the carrying value exceeds the fair value, an impairment loss is recognized by reducing the carrying value of the intangible asset to its fair value. The Company determined no impairment existed for assets with indefinite useful lives as of and for the years ended December 31, 2015 and 2014.

Long-lived assets, such as property, equipment and purchased intangibles subject to amortization, are grouped with other assets producing the same 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 by the amount by which the carrying value of the assets exceed the fair value of the assets. The Company determined no impairment existed as of and for the years ended December 31, 2015 and 2014.

Amortization of acquired technology is computed over useful asset lives which range from 3 to 12 years and in accordance with the pattern of the projected economic benefit of the asset. Amortization of acquired contracts is computed over useful asset lives which range from 3 to 25 years and in accordance with the pattern in which the economic benefit is projected to be earned each year over the life of the contract. As of December 31, 2015, acquired contracts included customer relationships, customer license agreements, non-compete contracts, and upfront customer incentives. Amortization of capitalized software development costs is computed on the straight-line basis over 3 to 5 years. As of December 31, 2015, the weighted average amortization period for all intangible assets subject to amortization was approximately fourteen years.

The Company owns 20.3% of the common stock of Cottonwood Creek Technologies, Inc. This non-marketable investment is accounted for under the equity method as the Company exercises significant influence but does not have control over the investee. As of December 31, 2015, this investment had a carrying value of approximately $1.6 million and the share of losses on investment during the period ended December 31, 2015 was approximately $91,000.

The changes in the carrying amount of goodwill during the years ended December 31, 2015 and 2014 are as follows (dollars in thousands):

Balance, December 31, 2013	$	409,939
Goodwill adjusted for 2013 Acquisitions (See Note 2)		(138)
Goodwill acquired through 2014 Acquisitions		13,329
Balance, December 31, 2014		423,130
Goodwill acquired through Jpay Acquisition		**191,227**
Goodwill acquired through Other 2015 Acquisitions		**22,020**
Balance, December 31, 2015	**$**	**636,377**

Capitalization of Internal Software Development Costs: The Company capitalizes labor 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 cost 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. Costs related to training and maintenance are expensed as incurred.

Revenue Recognition: Revenues related to collect and prepaid calling services generated by the direct call provisioning contracts are recognized during the period in which the calls are made. Revenues related to convenience fees are recorded as incurred. 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 volume. In addition, during the same period, the Company records the related telecommunication costs for validating, transmitting, billing and collection, and line and long distance charges, along with commissions payable to the facilities and allowances for uncollectible calls, based on historical experience. Fees and taxes billed to customers are recorded on a net basis.

Revenues related to wholesale services are recognized in the period in which the calls are processed through the billing system, or when equipment is sold. During the same period, the Company records the related telecommunications costs for validating, transmitting, and billing and collection costs, along with allowances for uncollectible calls, as applicable, based on historical experience. The Company records call revenues related to wholesale services at the net amount since the Company is acting as an agent on behalf of another provider. For records processed through the billing system, this is the amount charged to the end user customer less the amount paid to the inmate telecommunications provider.

Revenues related to software sales are primarily comprised of the licensing of the Company's software products, the associated maintenance agreements, most of which are on an annual basis, and professional services. In accordance with current guidance, revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability is reasonably assured. Vendor-specific objective evidence, or VSOE, has been established for the products and services which have historically been sold individually and therefore for which a fair value can be determined. Revenue for these items is recognized upon delivery. Alternatively, when evidence of the fair value of one or more undelivered elements within a bundled sale does not exist, all revenue is deferred and recognized ratably over the period in which those elements are delivered.

Revenues related to offender monitoring systems and services are comprised of a subscription-based model. The Company issues its offender monitoring devices and provides services to assist its customers in monitoring offenders who are outside their facilities. A flat, daily fee is charged by the Company to its customers in accordance with the number of offender monitoring devices used by the customer, and the revenue is recognized as the services are performed.

Revenues related to e-commerce generated by the provision of secure payment and email solutions are recognized during the period in which fulfillment of the service or delivery of the product has occurred.

401(k) Plan: The Company sponsors a 401(k) savings plan for the benefit of eligible full-time employees. The plan is a qualified benefit plan in accordance with the Employee Retirement Income Security Act. Employees participating in the plan can generally contribute a portion of annual earnings not to exceed $18,000 in 2015. 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 $1.6 million and $1.2 million during the years ended December 31, 2015 and 2014, respectively.

Income Taxes: 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 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.

Share-based Compensation: The Company offers share-based awards to executives and certain key management personnel in a long-term equity incentive plan of Securus Investment Holdings, LLC (the "Plan"). The Company accounts for the Plan based on the grant date estimated fair value of each award, net of estimated forfeitures or cancellations, over the vesting period of the equity grant. The Company recorded compensation expense of approximately $2.4 million and $2.3 million during the years ended December 31, 2015 and 2014, respectively (see Note 7).

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.

Acquisition Accounting: Business acquisitions are accounted for under the acquisition method of accounting. Allocating the purchase price requires the Company to estimate the fair value of various assets and liabilities as well as contingent consideration. Management is responsible for determining the appropriate valuation model and estimated fair values, and in doing so, considers a number of factors, including information provided by an outside valuation advisor. The company primarily establishes fair value using the income approach based upon a discounted cash flow model. The income approach requires the use of many assumptions and estimates including future revenues and expenses, as well as discount factors and income tax rates.

Recently Issued Accounting Pronouncements: In January 2014, the FASB issued an update to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and IFRS. The guidance in this Update will supersede the revenue recognition requirements in Topic 605, Revenue Recognition, and most industry-specific guidance throughout the Industry Topics of the Codification. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, assets within the scope of Topic 360, Property, Plant, and Equipment, and intangible assets within the scope of Topic 350, Intangibles—Goodwill and Other) will be amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this Update. Through an amendment issued in August 2015, this guidance is effective retrospectively for annual reporting periods beginning after December 15, 2018, with early adoption permitted. The Company will evaluate the impact of this Update on its consolidated financial statements.

In April 2015, the FASB issued an update to clarify the accounting treatment for fees paid in cloud computing arrangements, such as software as a service, platform as a service, and other hosting arrangements. Under this Update, if a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. Alternatively, if a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance will not change the accounting treatment for service contracts. This Update is effective for annual periods beginning after December 15, 2015, with early adoption permitted. An entity can adopt the treatment either (a) prospectively to all arrangements entered into or materially modified after the effective date or (b) retrospectively. The Company will evaluate the impact of this Update on its consolidated financial statements.

In September 2015, the FASB issued an update to the accounting of business combinations which allows an acquirer to recognize adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustment amounts are determined. The acquirer must also record the effect on earnings of changes in depreciation, amortization, or other income effects, if any, as a result of the change to the provisional amounts, calculated as if the accounting had been completed at the acquisition date. This Update replaces the requirement to retrospectively adjust the provision amounts recognized at the acquisition date during the measurement through adjustment to goodwill. This Update is effective prospectively for fiscal years beginning after December 15, 2016, with early adoption permitted. The Company will evaluate the impact of this Update on its consolidated financial statements.

In November 2015, the FASB issued an update to simplify the presentation of deferred income taxes by requiring all deferred tax liabilities and assets to be classified as noncurrent in the financial statements. This Update is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted. The Company will evaluate the impact of this Update on its consolidated financial statements.

In February 2016, the FASB issued an update which supersedes the leasing guidance in Topic 840, Leases. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. This Update is effective for fiscal years beginning after December 15, 2019, and a modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The Company will evaluate the impact of this Update on its consolidated financial statements.

Note 2. Acquisitions

JPay Acquisition: On July 31, 2015, the Company acquired all outstanding stock of JPay through a stock purchase agreement. The aggregate purchase price was approximately $309.5 million, of which $252.5 million was paid at closing. Under the acquisition method, the total purchase price of JPay was allocated to tangible and identifiable intangible assets acquired and liabilities assumed based upon their estimated fair values as of the July 31, 2015 closing date. The funding for the acquisition consisted of $197.1 million in net debt proceeds, $54.0 million in equity proceeds, and approximately $1.4 million of cash.

The purchase price included approximately $57.0 million of contingent consideration expected to be paid in 2016 through 2018 based on JPay's financial performance as compared to certain metrics as set forth in the stock purchase agreement. Fair value was estimated using the Monte Carlo method as of the acquisition date. At December 31, 2015, the fair value of the contingent consideration was estimated at approximately $64.6 million and, accordingly, the $7.6 million change in value was recorded as Transaction expenses in the Company's Consolidated Statement of Operations. The portion of this contingent consideration to be paid in 2016 is reported within Accrued liabilities, with the remainder reported within Other long-term liabilities, on the Consolidated Balance Sheet as of December 31, 2015.

The purchase price of JPay on July 31, 2015 was allocated as follows (in thousands):

Current assets	$	15,334
Property and equipment		6,780
Identifiable intangible assets:		
Operating contracts and customer agreements		40,730
Tradenames		24,330
Technology rights		41,100
Goodwill		191,227
Other assets		257
Other liabilities		(10,296)
Total purchase price	$	309,462

JPay's total gross contractual receivables at the acquisition date were approximately $5.5 million, of which approximately $0.4 million were not expected to be collected. The Company recorded the fair value of the receivables of approximately $5.1 million as of July 31, 2015, equal to the receivables expected to be collected. Transaction expenses in relation to the JPay Acquisition of approximately $2.3 million were included in the Company's Consolidated Statement of Operations for the year ended December 31, 2015.

Other 2015 Acquisitions: On January 14, 2015, Securus acquired all interests in CellBlox through an asset purchase agreement. The aggregate purchase price was $15.0 million paid in cash at closing. On July 31, 2015, Securus acquired all interests in Cara Clinicals through a stock purchase agreement. The aggregate purchase price was approximately $10.4 million paid in cash at closing. On October 30, 2015, Securus acquired all interests in Guarded Exchange through a securities purchase agreement. The aggregate purchase price was approximately $11.6 million, of which $8.9 million was paid in cash at closing. Guarded Exchange's purchase price included approximately $2.4 million of contingent consideration based on performance metrics which have been satisfied as of the date of this report and an approximate $0.3 million working capital adjustment, both which are to be paid during the year ended December 31, 2016. The Company accrued for this contingent consideration and working capital adjustment within Accrued liabilities on its Consolidated Balance Sheet as of December 31, 2015.

Transaction expenses in relation to the Other 2015 Acquisitions of approximately $0.3 million were included in the Company's Consolidated Statement of Operations for the year ended December 31, 2015.

Under the acquisition method, the total purchase prices of the Other 2015 Acquisitions were allocated to tangible and identifiable intangible assets acquired and liabilities assumed based upon their estimated fair values as of the date of purchase. The purchase price of Other 2015 Acquisitions was allocated as follows (in thousands):

Current assets	$	775
Property and equipment		1,020
Identifiable intangible assets:		
Operating contracts and customer agreements		50
Technology rights		14,130
Goodwill		22,020
Deferred income taxes		146
Other liabilities		(1,048)
Total purchase price	$	37,093

The total gross contractual receivables of the Other 2015 Acquisitions were approximately $0.8 million, all of which are expected to be collected. Accordingly, the Company recorded the fair value of the receivables of approximately $0.8 million as of the respective acquisition dates.

2014 Acquisitions: On February 28, 2014, the Company acquired all interests in Telerus through a merger agreement. The aggregate purchase price was $7 million paid in cash at closing. On June 9, 2014, the Company acquired all interests in JLG through a membership interest purchase agreement. The aggregate purchase price was approximately $13 million paid in cash at closing. Under the acquisition method, the total purchase prices of the 2014 Acquisitions were allocated to tangible and identifiable intangible assets acquired and liabilities assumed based upon their estimated fair values as of the date of purchase.

The purchase price of the 2014 Acquisitions was allocated as follows (in thousands):

Current assets	$	574
Identifiable intangible assets:		
Operating contracts and customer agreements		5,739
Tradenames		359
Technology rights		1,633
Goodwill		13,329
Other assets		51
Deferred income taxes		(1,374)
Other liabilities		(358)
Total purchase price	$	19,953

The total gross contractual receivables of the 2014 Acquisitions were approximately $0.5 million, all of which are expected to be collected. The Company recorded the fair value of the receivables of approximately $0.5 million as of the respective acquisition dates, accordingly. Transaction expenses in relation to the 2014 Acquisitions of nil and $0.8 million were included in the Company's Consolidated Statement of Operations for the year ended December 31, 2015 and 2014, respectively.

During the year ended December 31, 2014, the Company finalized the purchase price accounting for Archonix, which was acquired in 2013, and made revisions to the preliminary estimates as further evaluations were completed and information was received from third parties subsequent to the acquisition date. These revisions to the preliminary balances as of December 31, 2013 resulted in a $0.3 million decrease in total purchase price, primarily related to accounts due from customers. These changes in assets acquired and liabilities assumed affected the amount of goodwill recorded by approximately $0.1 million (see Note 1).

Through the 2015 and 2014 acquisitions, the Company is broadening its array of products and services it offers to the corrections industry. Goodwill arising from the acquisitions represents synergies expected to be gained in the corrections market because of the complementary technologies acquired. The tax deductible goodwill is $135.0 million, $11.5 million, nil, and $7.9 million for the JPay, CellBlox, Cara Clinicals, and Guarded Exchange acquisitions, respectively. The tax deductible goodwill is nil and $12.5 million for the Telerus and JLG acquisitions, respectively.

Note 3. Balance Sheet Components

Accounts receivables, net consist of the following at December 31 (in thousands):

	2015	2014
Trade accounts receivable	**$ 34,004**	$ 29,336
Current portion of notes receivable	**1,509**	1,418
Income tax receivable	**1,234**	207
	36,747	30,961
Less allowance for doubtful accounts	**(3,406)**	(2,702)
	$ 33,341	$ 28,259

Property and equipment, net consists of the following at December 31 (in thousands):

	2015	2014
Telecommunications equipment	**$ 31,416**	$ 21,745
Money transmittal kiosks	**19,902**	-
Video visitation equipment	**18,910**	14,172
Offender tracking devices	**9,261**	6,389
Inmate media devices	**2,421**	-
Construction in progress	**4,419**	5,650
Office equipment	**15,917**	9,995
Leasehold improvements	**4,309**	3,150
	106,555	61,101
Less accumulated depreciation and amortization	**(38,037)**	(21,904)
	$ 68,518	$ 39,197

Depreciation expense for the years ended December 31, 2015 and 2014 was approximately $17.9 million and $16.7 million, respectively.

Intangibles and other assets, net consist of the following at December 31 (in thousands):

	Gross Carrying Value	Accumulated Amortization	Net	Weighted Average Life
2015:				
Patents and trademarks	**$ 77,241**	**$ (223)**	**$ 77,018**	**10.9**
Capitalized software development costs	**47,158**	**(13,061)**	**34,097**	**4.1**
Acquired technology rights	**180,802**	**(50,806)**	**129,996**	**9.1**
Acquired contract rights	**297,829**	**(56,852)**	**240,977**	**18.1**
Deposits and other long-term assets	**10,504**	**-**	**10,504**	
Equity investment	**1,575**	**-**	**1,575**	
	$ 615,109	**$ (120,942)**	**$ 494,167**	
2014:				
Patents and trademarks	$ 52,430	$ (8)	$ 52,422	15.9
Capitalized software development costs	25,550	(5,479)	20,071	3.2
Acquired technology rights	123,068	(30,675)	92,393	9.0
Acquired contract rights	254,827	(35,167)	219,660	17.9
Deposits and other long-term assets	5,548	-	5,548	
	$ 461,423	$ (71,329)	$ 390,094	

Long-term notes receivable with initial face values of $7.9 million and $12.4 million, discounts totaling $1.4 million and $2.9 million and average effective interest rates of 6.5% and 8.9% were outstanding at December 31, 2015 and 2014, respectively. The Company recorded $0.3 million and $0.4 million in interest income related to these notes receivable for the year ended December 31, 2015 and 2014, respectively. Outstanding balances of $2.4 million and $3.3 million, net of unamortized discounts of $0.5 million and $0.7 million at December 31, 2015 and 2014, are reported within Intangibles and other assets, net within the Consolidated Balance Sheets. Long-term notes receivable are primarily related to patent infringement settlement agreements and are recorded at net present value with interest income recognized as earned.

At December 31, 2015 and 2014, the carrying amount of patents and trademarks that were not subject to amortization was $74.5 million and $51.4 million, respectively.

Amortization of intangibles and other assets for the years ended December 31, 2015 and 2014 was $49.3 million and $43.0 million, respectively. Estimated amortization expense related to intangibles, excluding deposits and other long-term assets and equity investments, for each of the next five years through December 31, 2020 and thereafter is summarized as follows (in thousands):

2016	$ 59,284
2017	54,952
2018	50,089
2019	43,329
2020	34,063
Thereafter	165,892
	$ 407,609

Accrued liabilities consist of the following at December 31 (in thousands):

	2015	2014
Accrued expenses	$ 58,371	$ 20,454
Accrued compensation	7,931	7,828
Accrued taxes	5,138	3,631
Funding due to correctional facilities	4,682	-
Accrued interest and other	489	98
	$ 76,611	$ 32,011

Note 4. Debt

Debt consists of the following at December 31 (in thousands):

	2015	2014
Revolving credit facility due April 2018	$ 17,000	$ -
Secured first lien term loans due April 2020	620,513	419,763
Secured second lien loans due April 2021	165,000	165,000
	802,513	584,763
Less unamortized deferred financing costs	(15,907)	(12,777)
Less unamortized discount	(6,265)	(5,192)
	780,341	566,794
Less current portion of long-term debt	(6,300)	(4,250)
	$ 774,041	$ 562,544

Deutsche Bank Agreements: The Company is party to a first lien credit agreement (as amended, the "Deutsche Bank First Lien Agreement") and a second lien credit agreement (as amended, the "Deutsche Bank Second Lien Agreement" and, together with the Deutsche Bank First Lien Agreement, the "Deutsche Bank Agreements"), in each case, among Deutsche Bank, in its capacity as a lender and as the administrative agent thereunder, and various other lenders from time to time party thereto. The Deutsche Bank First Lien Agreement provides the Company with $630.0 million secured first lien term loans and a $50.0 million revolving credit facility, which provides for a $30.0 million sublimit for the issuance of letters of credit. The Deutsche Bank Second Lien Agreement provides the Company with $165.0 million secured second lien term loans. The Deutsche Bank Agreements provide an incremental basket to issue additional secured or unsecured loans or notes in an aggregate amount up to an additional $100.0 million (less the amount of any previously issued incremental loans and notes allocated to this basket) plus additional first lien loans and notes so long as the Consolidated First Lien Net Leverage Ratio (as defined in the Deutsche Bank Agreements) determined on a pro forma basis is no more than 4.25:1.00, plus additional junior lien and unsecured loans and notes so long as the Consolidated Total Net Leverage Ratio (as defined in the Deutsche Bank Agreements) determined on a pro forma basis is no more than 6.25:1.00.

The secured first lien term loans and advances under the revolving credit facility of the Deutsche Bank First Lien Agreement bear interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Rate, currently 2.5%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 3.25%. The Applicable Rate for Base Rate Loans and Eurocurrency Rate Loans drops by 25 basis points if the Consolidated First Lien Net Leverage Ratio is less than or equal to 3.50:1.00 but greater than 2.50:1.00, and a further 25 basis points if the ratio is less than or equal to 2.50:1.00. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Deutsche Bank Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank Trust Company Americas, in effect on such day, and (c) the Eurocurrency Rate for an Interest Period of one month, plus 1.00%. The Eurocurrency Rate must be at least 1.25%. 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 0.50% per annum. The revolving credit facility expires on April 30, 2018. The secured first lien term loans mature on April 30, 2020. The effective interest rate at December 31, 2015 was 5.2%, payable quarterly in arrears.

The Deutsche Bank First Lien Agreement requires amortization payments of 1.00% per annum of the initial outstanding principal amount of the secured first lien term loans, which are due quarterly, allows for voluntary prepayments of the first lien loans, and requires mandatory prepayments 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). To the extent the Company generates excess cash flow (as defined in the Deutsche Bank Agreements) in any fiscal year, starting with the fiscal year ended December 31, 2014, the Company is required to prepay principal equal to 50% of such excess cash flow less voluntary repayments of the loans during such fiscal year if, as of the last day of the most recently ended fiscal year, the Consolidated Total Net Leverage Ratio (as defined in the Deutsche Bank Agreements) is greater than 4.00:1.00. If the Consolidated Total Net Leverage ratio is less than or equal to 4.00:1.00 but greater than 3.00:1.00, the Company is required to prepay principal equal to 25% of such excess cash flow less voluntary repayments of the loans. No payment is required if the Consolidated Total Net Leverage ratio is less than 3.00:1.00. The obligations under the Deutsche Bank First Lien Agreement are secured by a first lien on substantially all of the Company's and the Company's domestic subsidiaries' assets. The Company draws from the revolving credit facility to cover normal business cash requirements. As of December 31, 2015, the Company had $17.0 million outstanding on the revolving credit facility, $0.5 million of letters of credit outstanding, and $32.5 million of borrowing availability under the revolving credit facility, which includes $29.5 million of unused letter of credit availability.

The secured second lien term loans under the Deutsche Bank Second Lien Agreement bear interest at an annual rate at the Company's option equal to either: (a) the Base Rate plus the Applicable Rate, currently 6.75%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 7.75%. The Base Rate is the greatest of: (a) The Federal Funds Rate, as defined in the Agreements, plus 0.50%, (b) the Prime Rate, as set by Deutsche Bank Trust Company Americas, in effect on such day, and (c) the Eurocurrency Rate for an Interest Period of one month, plus 1.00%. The Eurocurrency Rate must be at least 1.25%. The Deutsche Bank Second Lien Agreement does not require principal amortization payments and matures on April 30, 2021. The effective interest rate at December 31, 2015 was 9.6%, payable quarterly in arrears. The Deutsche Bank Second Lien Agreement allows for voluntary prepayments of the second lien term loans, and, subject to application to the first lien loans under the Deutsche Bank First Lien Agreement, requires the same mandatory prepayments of the second lien term loans as the Deutsche Bank First Lien Agreement requires of the first lien term loans.

On April 23, 2014, the Company amended the Deutsche Bank Agreements to increase its borrowings by $15.0 million on the first lien term loan. Net proceeds were $14.8 million, after deducting approximately $0.2 million of original issue discount.

On July 31, 2015 (the "JPay Closing Date"), the Company entered into a third amendment to the Deutsche Bank First Lien Agreement ("Third Amendment") through which it borrowed an additional $205.0 million ("Second Tranche") of secured term loans. The net proceeds of $197.1 million, after deducting approximately $2.1 million of original issue discount and approximately $5.8 million of debt issuance costs, were used towards the acquisition of JPay, Inc. The Third Amendment requires amortization payments of 1.00% per annum of the initial principal amount of the Second Tranche, which are due quarterly commencing with the second full fiscal quarter following the JPay Closing Date, allows for voluntary prepayments of the Second Tranche, and subject to application to the initial first lien term loans, requires the same mandatory prepayments of the Second Tranche as the Deutsche Bank First Lien Agreement requires of the initial first lien term loans. The Second Tranche bears interest at an annual rate at the Company's option equal to either: a) the Base Rate plus the Applicable Rate, currently 3.25%, or (b) the Eurocurrency Rate plus the Applicable Rate, currently 4.25%. The Eurocurrency Rate must be at least 1.00%. The Second Tranche matures on April 30, 2020. The effective interest rate at December 31, 2015 was 6.8%, payable quarterly in arrears beginning on March 31, 2016.

All of the Company's domestic subsidiaries (collectively, the "Subsidiary Guarantors") are jointly and severally liable for the secured revolving credit facility, secured first lien term loans and secured second lien term loans under the Deutsche Bank Agreements. The Subsidiary Guarantors are wholly-owned by the Company.

The Deutsche Bank Agreements contain operating covenants that limit the Company's and its restricted subsidiaries' ability to incur additional indebtedness, make certain payments including dividends to shareholders, 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 their business and enter into transactions with affiliates, 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, it 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.

The Deutsche Bank First Lien Agreement contains a springing financial covenant for the benefit of only the lenders under the revolving credit facility, which covenant requires the maintenance of a specified first lien net leverage ratio only if usage of the revolver exceeds 20% of the amount of the revolving credit facility commitment (excluding $2.5 million of letters of credit and any cash collateralized letters of credit) on any quarterly test date.

The Company's long-term debt bears interest at variable market rates; therefore, the fair value of the debt instruments approximates their carrying value at December 31, 2015 and 2014.

Future maturities of debt for each of the following five years and thereafter are as follows (in thousands):

2016	$ 6,300
2017	6,300
2018	23,300
2019	6,300
2020	595,313
Thereafter	165,000
	$ 802,513

Note 5. Derivative Instruments

The Company uses 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 involve 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 non-designated hedge. Therefore, none would be monitored for effectiveness.

The Company is party to two interest rate swap agreements, both under which the Company is the fixed interest rate payer. The first agreement is with BNP Paribas for a notional amount of $150.0 million, for which the Company pays a fixed interest rate of 2.76% per annum. Payment dates for the Company are quarterly, effective September 30, 2015 and will end on June 30, 2018, the termination date. As of the periods ended December 31, 2015 and 2014, the derivative was recorded at the fair value of approximately $4.5 million and $3.6 million, respectively. Related interest expense of $2.0 million and $2.3 million was recorded for the periods ending December 31, 2015 and 2014, respectively. Interest expense for the period ending December 31, 2015 comprised of $0.9 million related to the change in fair value and of $1.2 million of interest incurred on the notional amount, which commenced on June 30, 2015.

The second agreement is with Deutsche Bank for a notional amount of $150.0 million, for which the Company pays a fixed interest rate of 2.79%. Payment dates for the Company are quarterly, effective September 30, 2015, and will end on June 30, 2018, the termination date. As of the periods ended December 31, 2015 and 2014, the derivative was recorded at the fair value of approximately $4.6 million and $3.7 million, respectively. Related interest expense of $2.0 million and $2.3 million was recorded for the periods ending December 31, 2015 and 2014, respectively. Interest expense for the period ending December 31, 2015 comprised of $0.9 million related to the change in fair value and of $1.2 million of interest incurred on the notional amount, which commenced on June 30, 2015.

The Company's derivative instruments are valued using quoted market prices and significant other observable and unobservable inputs. The fair value was obtained by comparing the contract rate to a published forward price of the underlying market rates and was classified within Level 2 of the fair value hierarchy. Derivative financial instruments are recorded in the Consolidated Balance Sheets in Other long-term liabilities and are measured at fair value.

Note 6. Income Taxes

Income tax expense is as follows for the years ended December 31, 2015 and 2014 (in thousands):

	2015	2014
Current:		
U.S. federal	**$ 126**	$ 607
U.S. state	**937**	861
Foreign	**(11)**	2
Total current	**1,052**	1,470
Deferred:		
U.S. federal	**2,705**	3,303
U.S. state	**2,648**	(3,194)
Foreign	**(53)**	(165)
Total deferred	**5,300**	(56)
Total income tax expense	**$ 6,352**	$ 1,414

Income taxes differ from the expected statutory income tax benefit, by applying the U.S. federal income tax rate of 35% to pre-tax earnings from continuing operations due to the following (in thousands):

	2015	2014
Expected statutory income tax	**$ 3,455**	$ 2,422
Amounts not deductible for income tax	**1,194**	1,211
State taxes, net of federal benefit	**2,266**	(1,180)
Change in valuation allowance	**(6,119)**	-
Capital loss expiration	**5,960**	-
Rate change	**40**	(637)
Other	**(444)**	(402)
Total income tax expense	**$ 6,352**	$ 1,414

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, 2015 and 2014, respectively, are presented below (in thousands):

	2015	2014
Net current deferred income tax assets (liabilities):		
Allowance for doubtful accounts	$ 1,300	$ 1,010
Accrued expenses	1,602	2,297
Deferred revenue	8,538	6,944
Other	11	11
Current deferred income tax assets	11,451	10,262
Current deferred income tax liabilities	(157)	(224)
Less valuation allowance	(2)	(913)
Net current deferred income tax assets	11,292	9,125
Net noncurrent deferred income tax assets (liabilities):		
Deferred income tax assets:		
Net operating loss and tax credit carryforwards	31,163	33,588
Derivative instruments	3,462	2,785
Capital loss carryforward	-	6,436
Goodwill	7,885	12,727
Contingent consideration valuation adjustment	2,898	-
Transaction costs	1,699	823
Other	485	336
Noncurrent deferred income tax assets	47,592	56,695
Deferred income tax liabilities:		
Property and equipment principally due to differences in depreciation	(15,091)	(3,773)
Intangible assets due to difference in book/tax basis	(107,173)	(115,065)
Noncurrent deferred income tax liabilities	(122,264)	(118,838)
Less: valuation allowance	(12)	(5,220)
Net noncurrent deferred income tax liabilities:	(74,684)	(67,363)
Net deferred income tax liability	$ (63,392)	$ (58,238)

Amounts not deductible for income tax consist primarily of long-term equity incentive compensation paid to Company executives and certain key management employees. At December 31, 2015, the Company had U.S. federal net operating loss carryforwards for tax purposes aggregating approximately $87.9 million the majority of which, if not utilized to reduce taxable income in future periods, will expire from 2027 through 2033. Approximately $81.0 million of these net operating loss carryforwards are subject to certain rules under Internal Revenue Code (IRC) Section 382. As of December 31, 2015, $7.9 million of these net operating loss carryforwards subject to IRC Section 382 remain limited and unavailable for utilization in the current year, of which $7.9 million will remain limited until expiration. The Company believes these IRC Section 382 limitations will not ultimately affect its ability to use substantially all of the net operating loss carry forwards for income tax purposes, with the exception of the $7.9 million that remains limited until expiration. In addition, at December 31, 2015 the Company had Canadian federal net operating loss carryforwards for tax purposes aggregating approximately $0.1 million which, if not utilized to reduce taxable income in future periods, will expire beginning in 2029. The capital loss carryforwards arising from the 2010 sale of the Company's offender management software business expired in 2015.

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 unrecognized tax benefits of nil and $0.2 million at December 31, 2015 and 2014, respectively, related to various state jurisdictions.

Securus or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, Canada and various states. The Company files domestic income tax returns as part of a consolidated group at the Connect Acquisition Corp. level and has open tax years for the U.S. federal return from 2001 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 2011.

A valuation allowance is provided when it is more likely than not that some portion or the entire net deferred tax asset will not be realized. 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 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 has offset the net deferred tax assets, including net operating loss carryforwards, with a valuation allowance of nil and $6.1 million at December 31, 2015 and 2014, respectively.

Note 7. Stockholder's Equity

The Company's stockholder's equity is comprised of authorized 1,000 shares of capital stock with a par value of $0.01. All of the shares were issued and are 100% owned by Securus Holdings, Inc.

Share-based Compensation: Under the Company's Plan, Securus executives and certain key management personnel are awarded share-based awards as provided for in the Amended and Restated Limited Liability Company Agreement of Securus Investment Holdings, LLC (the "LLC Agreement"). The Company's board of directors administers the Plan, which is designed to serve as an incentive to attract and retain qualified and competent employees. The board of directors set aside 53.7 million Series B Units in Securus Investment Holdings, LLC ("SIH"), the "Incentive Units", to be granted to participants under individual Incentive Unit Agreements. The Incentive Units vest at 20% annually over a 5 year period and are subject to forfeiture pursuant to the terms of the Incentive Unit Agreements. All Incentive Units will immediately vest upon a change in control.

The Company utilized the Option Pricing Method to determine the fair value of the Incentive Units at the grant date. The weighted-average assumptions used were as follows:

Expected life	5 years
Risk-free interest rate	0.80%
Expected volatility	54%

At December 31, 2015 and 2014, 52.4 million and 50.8 million Incentive Units were issued under the Plan, respectively. Of this amount, 506 thousand Incentive Units were issued to a third party under a consulting agreement, which provides for IT consulting services to be performed over a 5 year term. Incentive Units granted, vested, and forfeited are as follows:

	No. of Units (in '000's)	Weighted Average Grant Date Fair Value	Aggregate Fair Value (in '000's)
Nonvested units, beginning of year	41,107	$0.23	
Units granted	1,940	0.19	
Units vested	(10,061)	0.24	
Units forfeited	(272)	0.16	
Nonvested units at December 31, 2015	**32,714**	**$0.23**	**$ 7,449**

The Company records compensation expense on the Incentive Units commensurate with their vesting schedules. Compensation expense of $2.4 million and $2.3 million was charged to Selling general and administrative expenses in the Consolidated Statement of Operations for the years ended December 31, 2015 and 2014. The aggregate fair value of the Incentive Units which had vested during each of the years ended December 31, 2015 and 2014 was $2.3 million. As of December 31, 2015, there was approximately $5.9 million total unrecognized compensation cost related to the Plan to be recognized over the weighted-average remaining vesting period of 2.54 years.

Note 8. Related Party Transactions

The Company conducts business with Cara Clinicals, Inc. ("Cara") and Universal Software Corp. ("Universal"), the owners of which are related to an executive of Archonix. On July 31, 2015, the Company acquired Cara, at which point the Company had made payments of $0.5 million during the period then ended. There were no amounts due to Cara at the acquisition date. During the period ended December 31, 2014, payments made to Cara was $0.7 million and the balance due to Cara was nil as of December 31, 2014.

During the periods ended December 31, 2015 and 2014, the Company had made payments to Universal of $1.5 million and $1.2 million, respectively. As of December 31, 2015 and 2014, the balance due to Universal was $0.4 million and $0.2 million, respectively.

Note 9. Commitments and Contingencies

Operating Leases: The Company leases office space and certain office equipment under operating lease agreements. Most of our lease terms have escalation clauses and renewal options, typically equal to the lease term. The Company accounts for escalating rents on a straight-line basis over the life of the lease. Rent expense under operating lease agreements for the years ended December 31, 2015 and 2014 was approximately $5.0 million and $4.8 million, respectively. Future minimum lease payments under these lease agreements for each of the next five years and thereafter are summarized as follows (in thousands):

2016	$	3,660
2017		6,047
2018		5,851
2019		5,615
2020		4,936
Thereafter		34,509
Total minimum lease payments	$	60,618

Minimum Guaranteed Payments: The Company is required to make the following minimum commission payments to certain of its correctional facility customers regardless of the level of revenues generated by the Company on those contracts, as follows (in thousands):

2016	$	33,456
2017		20,861
2018		11,966
2019		7,571
2020		3,746
Total minimum commission payments	$	77,600

Employment Agreements: As of December 31, 2015, 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 (as defined). In addition, executives of the Company participate in the equity incentive compensation plan of Securus Investment Holdings, LLC (see Note 7).

Litigation and Regulatory Matters: The FCC Report and Order released September 2013 regarding interstate inmate calling rates remains stayed as to several of its rules and the appeal has been fully briefed but remains held in abeyance. The FCC released its Second Report and Order on November 5, 2015, which by its express terms replaced the September 2013 Order, and placed caps on intrastate calling rates and eliminated or reduced certain account-based fees. Securus and several other parties lodged appeals at the U.S. Court of Appeals for the D.C. Circuit and moved for a stay. The D.C. Circuit issued an order on March 7, 2016, staying all new calling rates, both interstate and intrastate, and staying the new rate caps for "Single-Call Services". The appeals now move to the briefing phase, but at this time there is no schedule for merits briefing. The stay remains in place until the D.C. Circuit issues its final decision on the merits, which will either affirm or reverse any or all of the rules of the Second Report and Order. We cannot predict at this time whether any of the rules will be reversed.

The Company has been, and expects to continue to be, subject to various legal and administrative proceedings or various claims in the normal course of business. We believe the ultimate disposition of these matters will not have a material effect on our financial condition, liquidity, or results of operations.

2014

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Balance Sheets
(Dollars in thousands, except per share amounts)

ASSETS	December 31, 2014	December 31, 2013
Current assets:		
Cash and cash equivalents	**$ 2,063**	$ 2,334
Restricted cash	**4,114**	4,153
Account receivable, net	**28,259**	29,346
Prepaid expenses	**8,870**	7,172
Current deferred income taxes	**9,125**	6,830
Total current assets	**52,431**	49,835
Property and equipment, net	**39,197**	39,554
Intangibles and other assets, net	**402,871**	406,833
Goodwill	**423,130**	409,939
Total assets	**$ 917,629**	$ 906,161
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	**$ 14,347**	$ 18,020
Accrued liabilities	**32,011**	29,054
Deferred revenue and customer advances	**19,449**	16,315
Current portion of long-term debt	**4,250**	4,100
Total current liabilities	**70,057**	67,489
Deferred income taxes	**67,363**	63,516
Long-term debt	**575,321**	582,368
Other long-term liabilities	**9,779**	5,503
Total liabilities	**722,520**	718,876
Commitments and contingencies		
Stockholder's equity:		
Common stock, $0.01 stated value at December 31, 2014 and 2013; 1,000 shares authorized, issued, and outstanding at December 31, 2014 and 2013	**-**	-
Additional paid-in capital	**197,794**	195,475
Accumulated deficit	**(2,685)**	(8,190)
Total stockholder's equity	**195,109**	187,285
Total liabilities and stockholder's equity	**$ 917,629**	$ 906,161

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Operations
(Dollars in thousands)

	Successor		Predecessor
	For the Year Ended December 31, 2014	For the Period from May 1, 2013 to December 31, 2013	For the Period from January 1, 2013 to April 30, 2013
Revenue:			
Direct call provisioning	**$ 347,592**	$ 220,029	$ 121,958
Wholesale services	**24,792**	15,655	7,472
Software sales	**5,978**	759	-
Offender monitoring systems and services	**26,255**	798	-
Total revenue	**404,617**	237,241	129,430
Operating costs and expenses:			
Cost of service	**197,885**	136,953	70,474
Selling, general and administrative expenses	**97,643**	50,274	26,247
Depreciation and amortization	**59,668**	36,365	14,713
Transaction expenses	**772**	680	12,384
Total operating costs and expenses	**355,968**	224,272	123,818
Operating income	**48,649**	12,969	5,612
Interest and other expenses, net	**(41,730)**	(25,487)	(11,177)
Loss on extinguishment of debt	**-**	-	(21,748)
Income (loss) before income taxes	**6,919**	(12,518)	(27,313)
Income tax expense (benefit)	**1,414**	(4,328)	(7,868)
Net income (loss)	**$ 5,505**	$ (8,190)	$ (19,445)

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

Consolidated Statements of Stockholder's Equity
(Dollars in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholder's Equity
	Shares	Amount			
Predecessor					
Balance, December 31, 2012	159,389	$ -	$ 64,755	$ (4,723)	$ 60,032
Net income (loss)	-	-	-	(19,445)	(19,445)
Balance, April 30, 2013	159,389	$ -	$ 64,755	$ (24,168)	$ 40,587
Successor					
Balance, May 1, 2013	1,000	$ -	$ 168,507	$ -	$ 168,507
Contribution from parent	-	-	25,560	-	25,560
Share-based compensation	-	-	1,408	-	1,408
Net income (loss)	-	-	-	(8,190)	(8,190)
Balance, December 31, 2013	1,000	-	195,475	(8,190)	187,285
Share-based compensation	-	-	2,319	-	2,319
Net income (loss)	-	-	-	5,505	5,505
Balance at December 31, 2014	**1,000**	**$ -**	**$ 197,794**	**$ (2,685)**	**$ 195,109**

See Notes to Consolidated Financial Statements.

Securus Technologies Holdings, Inc. and Subsidiaries

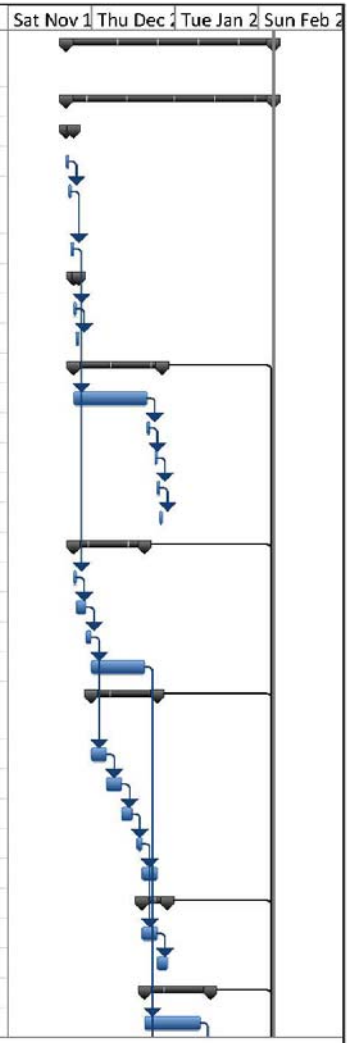
Consolidated Statements of Cash Flows
(Dollars in thousands)

	Successor		Predecessor
	For the Year Ended December 31, 2014	For the Period from May 1, 2013 to December 31, 2013	For the Period from January 1, 2013 to April 30, 2013
Cash flows from operating activities:			
Net income (loss)	$ 5,505	$ (8,190)	$ (19,445)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	59,668	36,365	14,713
Deferred income taxes	(56)	(4,426)	(7,984)
Share-based compensation	2,319	1,408	-
Loss on extinguishment of debt	-	-	21,748
Amortization of deferred financing costs and discounts	2,061	2,433	914
Change in fair value of derivatives	4,546	2,804	7
Interest income from accretion of notes receivable	(420)	(304)	(155)
Changes in operating assets and liabilities:			
Restricted cash	39	(2)	(1)
Accounts receivable	1,507	(176)	1,941
Prepaid expenses and other current assets	(1,674)	5,004	(4,637)
Intangible and other assets	(294)	2,207	(250)
Accounts payable	999	(1,893)	1,013
Accrued and other liabilities	5,464	(1,298)	2,032
Net cash provided by operating activities	79,664	33,932	9,896
Cash flows from investing activities:			
Purchase of property and equipment	(16,181)	(8,045)	(5,464)
Additions of intangible assets	(32,210)	(19,194)	(3,312)
Business acquisitions, net of cash acquired	(19,685)	(126,665)	-
Net cash used in investing activities	(68,076)	(153,904)	(8,776)
Cash flows from financing activities:			
Related party activities, net	-	-	405,103
Capital contributions	-	25,560	-
Net activity on revolver	(18,000)	18,000	(16,000)
Long-term debt borrowings, net of issuance costs	14,775	81,819	-
Payments on and repurchases of long-term debt	(4,213)	(1,025)	(394,555)
Cash overdraft	(4,421)	(2,048)	4,265
Net cash provided by (used in) financing activities	(11,859)	122,306	(1,187)
Increase (decrease) in cash and cash equivalents	(271)	2,334	(67)
Cash and cash equivalents, beginning of period	2,334	-	67
Cash and cash equivalents, end of period	$ 2,063	$ 2,334	$ -
Supplemental disclosures:			
Cash paid during the period for:			
Interest	$ 36,091	$ 20,608	$ 10,232
Income taxes, net of refunds	$ 1,293	$ 442	$ (7)
Noncash investing and financing activities:			
Leasehold improvements	$ 509	$ -	$ -

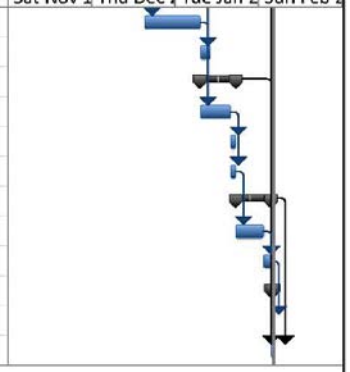
See Notes to Consolidated Financial Statements

ATTACHMENT H - SAMPLE IMPLEMENTATION PLAN

ID	Task Name	Duration
1	**1 ConnectUs Video Visitation and Booking and Lobby Kiosk Installation Project Plan For Fort Bend County**	**60 days**
2	**1.1 Installation and Software Configurations for live video sessions**	**60 days**
3	**1.1.1 Initial Kick-Off Meeting with Fort Bend County Project Team**	**3 days**
4	1.1.1.1 Host internal project review and kick-off meeting	1 day
5	1.1.1.2 Sales Account Manager to host kick-off call with SECURUS ConnectUs ConnectUs Video Visitation Installation Project Team with Fort Bend County Project Team	1 day
6	1.1.1.3 Complete video visitation & Booking and Lobby kiosk inspection for inmate locations	1 day
7	**1.1.2 Identify Locations of Terminals ConnectUs Video Visitation Terminals**	**2 days**
8	1.1.2.1 Verify Network Cabling and Power	1 day
9	1.1.2.2 Schedule network and power installation	1 day
10	**1.1.3 Telecom Provisioning for Fort Bend County**	**25 days**
11	1.1.3.1 Telecom delivery lead time	21 days
12	1.1.3.2 Confirm Telecom Test & Turn-up (T&T) schedule	1 day
13	1.1.3.3 Confirm Installation Technical Support schedule for T&T activity	1 day
14	1.1.3.4 Confirm Field Service Installation Team schedules for T&T activity	1 day
15	1.1.3.5 Review Site schedule and activities with Fort Bend County Project Team	1 day
16	**1.1.4 Process Hardware Orders for ConnectUs ConnectUs Video Visitation Installation**	**20 days**
17	1.1.4.1 Verify Site Survey Details and retrieval for terminal locations and equipment need for	1 day
18	1.1.4.2 Create BOM for equipment orders	2 days
19	1.1.4.3 Process equipment orders and submit to purchasing	2 days
20	1.1.4.4 Monitor delivery of hardware orders for site location	15 days
21	**1.1.5 Internal Provisioning for Components Associated to Video and Booking and Lobby Kiosk Terminals**	**18 days**
22	1.1.5.1 Add site - Provisioning of configurations	4 days
23	1.1.5.2 Create admin user and additional users	4 days
24	1.1.5.3 Create locations	4 days
25	1.1.5.4 Add terminals and enable modules	2 days
26	1.1.5.5 Design ConnectUs applications specific to site requirements	4 days
27	**1.1.6 Create Flat File**	**8 days**
28	1.1.6.1 Produce Flat file and test import	4 days
29	1.1.6.2 Automate flat file export and upload	4 days
30	**1.1.7 Terminal installations**	**18 days**
31	1.1.7.1 Mount terminals in designated locations based on Site Survey	16 days



ID	Task Name	Duration
32	1.1.7.2 Connect network cable and power on unit	16 days
33	1.1.7.3 Onsite installation of Kiosks in designated locations	2 days
34	**1.1.8 Terminal Setup (15 minutes per terminal)**	**10 days**
35	1.1.8.1 Terminal Setup	8 days
36	1.1.8.2 Configure config file	2 days
37	1.1.8.3 Change IP (if necessary)	2 days
38	**1.1.9 Quality Control / Checklist Reviews**	**10 days**
39	1.1.9.1 Controlling and monitoring of terminals and sessions	7 days
40	1.1.9.2 Training for users for comprehensive understanding of the portals	3 days
41	**1.1.10 Go Live for video visitation sessions**	**1 day**
42	1.1.10.1 Configure T & C and web services for F & F account creation	1 day
43	1.1.10.2 Turn up Fort Bend County for live video visitation sessions	1 day



ATTACHMENT I - SECURUS CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2017

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).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Company	16535
INSURER B :	American Guarantee and Liability Insurance	26247
INSURER C :	Zurich American Insurance Company of Illin	27855
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Securus Technologies, Inc.
4000 International Parkway
Carrollton, TX 75007 USA

COVERAGES **CERTIFICATE NUMBER:** W3480059 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	/2017	09/09/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY				/2017	09/09/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp & Coll Ded	$ $ $ $ $	1,000,000 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $				/2017	09/09/2018	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			/2017	09/09/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

Securus Holdings, Inc. and its subsidiaries
Attn: Mr. Philip Ninan
14651 Dallas Parkway, Suite 600
Dallas, TX 75254

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 15035578 BATCH: 440888

ATTACHMENT J – 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 kiosk 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 WITH THIS REQUIREMENT.

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of sixty (60) 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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Assistant County Purchasing Agent Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytx.gov

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

4.0 SUBMISSION REQUIREMENTS:

4.1 **To facilitate evaluation of proposals, one (1) original, six (6) copies and one (1) one electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential". Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.**

Fort Bend County	**Proposal Number: 18-021**
Purchasing Agent's Office	**Opening date: October 17, 2017**
301 Jackson Street, Suite 201	**Opening Time: 2:00 PM (CST)**
Richmond, Texas 77469	**For: Inmate Technology Systems**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

4.2 **Respondent's 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.**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

5.0 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 WITH THIS REQUIREMENT.

6.0 ACCEPTANCE:

6.1 **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 WITH THIS REQUIREMENT.

6.2 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 WITH THIS REQUIREMENT.

6.3 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 WITH THIS REQUIREMENT.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Vendor 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 Tuesday, October 10, 2017, no later than 12:00 p.m. (CST). 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 WITH THIS REQUIREMENT.

7.2 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 WITH THIS REQUIREMENT.

8.0 PRE-PROPOSAL CONFERENCE:

A pre-RFP conference will be conducted on Monday, October 9, 2017 at 9:00AM (CST) at the Fort Bend County Sheriff's Office Media Room, 1410 Williams Way, Richmond, TX 77469 with a site visit immediately following the pre-RFP conference, if necessary. Attendance is non- mandatory; however, all bidders are encouraged to attend.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

9.0 TENTATIVE PROCUREMENT SCHEDULE:

Release of RFP: October 2, 2017
Pre-RFP Conference: October 9, 2017
Submission due date: October 17, 2017
Evaluation of Submissions: October 20, 2017
Respondent Interviews (if necessary): October 25, 2017
Commissioners Court Permission to Negotiate: November 7, 2017
Negotiations: Beginning November 8, 2017
Final Contract Approval to Commissioners Court: November 28, 2017

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

10.0 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

14.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

15.0 LIMITS OF SUBRESPONDENTS:

15.1 The County has approval rights over the use and/or removal of all subcontractorsand/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 WITH THIS REQUIREMENT.

15.2 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 subrespondent 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 WITH THIS REQUIREMENT.

16.0 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 WITH THIS REQUIREMENT.

17.0 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 WITH THIS REQUIREMENT.

18.0 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 WITH THIS REQUIREMENT.

19.0 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 WITH THIS REQUIREMENT.

20.0 PERFORMANCE AND PAYMENT BOND:

Not required for this project.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read Fort Bend County.

21.2.2 Identification number use: RFP 18-021

21.2.3 Description is: Inmate Technology Systems

21.3 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 WITH THIS REQUIREMENT.

22.0 INSURANCE:

22.1 All respondents must 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. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

22.2 At contract execution, contractor shall furnish County with property 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:

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

22.4 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 two (2) years beginning from the time that work under the agreement is completed.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which 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 WITH THIS REQUIREMENT.

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 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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

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 final contract.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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 WITH THIS REQUIREMENT.

26.0 GENERAL INFORMATION:

26.1 To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

26.2 To provide a fair method for analyzing submitted proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

26.3 To result in a contract between the successful Respondent (unless all proposals are rejected) and County.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

26.4 **Services to include: 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.**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

26.5 **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 WITH THIS REQUIREMENT.

26.6 **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.**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

26.7 **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 WITH THIS REQUIREMENT.

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 County. Additionally, individual unit requirements may vary based on the individual units' ability to perform multiple functions.**

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

27.2 Facility list and number of individual units required:

Facility	Address	ADP	# Inmate Phones	# Public Phones	# Inmate VV Units	# Public VV Units	# Inmate Tablets	# Officer Tablets	# Multi-Function Kiosks	# Money Kiosks
Adult Detention Center	1410 Williams Way, Richmond, TX 77469	950	See Appendix #1							
Juvenile Detention Center	122 Golfview, Richmond, TX 77469	N/A	See Appendix #2							

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

40.1 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals 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 WITH THIS REQUIREMENT.

40.1 Respondents are required to follow the outline below when preparing their proposals:

Tab Title
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

40.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

40.3 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 WITH THIS REQUIREMENT.

40.4 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 respondent forms, completed W9 form, completed debt form**
- **SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.**

41.0 EVALUATION PROCESS:

41.1 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 over all 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 assure 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 propose of further clarification and evaluation of the proposals.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

41.2 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 WITH THIS REQUIREMENT.

41.3 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 WITH THIS REQUIREMENT.

41.4 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 WITH THIS REQUIREMENT.

41.5 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 WITH THIS REQUIREMENT.

41.6 All proposals submitted are to be valid for a period of ninety (90) days.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

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.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

44.0 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 Sheriffs Office.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

45.0 TERM:

45.1 The contract resulting from this RFP will have an initial period starting 30 days after execution of agreement and continues through November 30, 2018. Fort Bend County

may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

45.2 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 WITH THIS REQUIREMENT.

47.1 EXHIBITS:

Exhibit 1: Housing Unit Breakdown – Jail

Exhibit 2: Housing Unit Breakdown – Juvenile Detention

Exhibit 3: Inmate Tech Activity

SECURUS HAS READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.

EXHIBIT C:

APPLICATION SCHEDULES

AS ATTACHED TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021

SECURUS Technologies
connecting what matters®

Schedule
Fort Bend County

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Fort Bend County ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period mutually agreed upon by Provider and Customer, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls as reasonably required by Customer or to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP provides the ability to store call recordings in secure, redundant environment. We will store call recordings for a period of 36 months from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect, including Advanced Connect, and inmate Debit calls placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Each month, Provider shall send Customer reports that detail the revenue and commissions earned the previous month in a format acceptable to both Customer and Provider no later than the thirtieth (30^{th}) business day after the end of the month. In addition, the report shall contain at least the following information:

a. Number of calls by type;

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b. Gross revenue by call type;

c. Gross revenue from telephone calls by location;

d. Commission related to the revenue by call type;

e. Commission related to the revenue by location.

Provider shall retain the books, records, reports, files and other papers, things or property belonging to or in use by Provider pertaining to this Agreement throughout the duration of this Agreement. Provider shall give Customer, or its duly authorized representatives, full reasonable access to and the right to examine information in its possession, including books, records, accounts, reports, files and other papers, things or property belonging to or in use by Provider pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Provider. Customer may conduct financial and compliance audits of the Providers performance of this Agreement at any time that the Customer's Auditor determines that it is necessary. Provider shall permit Customer, or its authorized representatives, to audit Provider's records that relate to this Agreement and obtain copies of any document, materials, or information necessary to facilitate these audits at Customer's expense.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s) and that any taxes assessed on Commission payments are the sole responsibility of Customer.

In addition, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

Minimum Annual Guarantee. Based on expected revenues and call performance, Provider will pay Customer an estimated $365,000 annual on purchases funded using inmate debit and inmate trust fund accounts based on percentages listed in this Agreement and Schedules. In addition, it's expected the County will earn an estimated $235,000 annually on purchases funded by friends and family based on percentages listed in this Agreement and Schedules. In any event, no less than $600,000 will be paid to Customer on an annual basis for services provided and commissions earned. The parties understand and acknowledge, however, that the MAG is contingent upon the exclusivity obligations in Paragraph 2, Use of Applications, on page 1. If Provider fails to deploy its Tablet and eMessaging applications to Customer's reasonable satisfaction by June 18, 2018 and Customer elects to use another provider for those two applications, the parties will renegotiate the MAG terms in good faith.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commission Type	Commission Amount	Revenue Base for Calculation of Commission	Commission Payment Address
Fort Bend County Detention Facility 1410 Williams Way Dr. Richmond, TX 77469	Services funded using Inmate Debit and Trust Accounts	–$365,000 estimated revenues to county (% will vary based on product as defined in Agreement and Schedules)	Gross Revenues	Fort Bend County Detention Facility 1410 Williams Way Dr. Richmond, TX 77469
Fort Bend County Detention Facility 1410 Williams Way Dr. Richmond, TX 77469	Services funded by Friends and Family	$235,000 estimated revenues to county (% will vary based on product as defined in Agreement and Schedules)	Gross Revenues	Fort Bend County Treasurer 301 Jackson Street, Ste 514 Richmond, TX 77469

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

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CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, we will have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Open*workstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the Facility's requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Open*workstation" is an open non-secured workstation which permits administrative user rights for Facility personnel and allows the Facility to add additional third-party software. Ownership of the *Open*workstation is transferred to the Facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Open*workstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPEN*WORKSTATION(S)."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

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

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

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During normal business hours, Monday through Friday, but excluding holidays, we will provide an onsite repair technician to assist you within four (4) hours of a reported issue for problems which must be corrected by an onsite repair technician.

All onsite repair technicians will submit to a background check completed by Customer and receive all required training for access to the Fort Bend County Sheriff's Office, including PREA, Security Protocols, tool control, etc.

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

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

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

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

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

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

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

10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

ADVANCECONNECT SINGLE CALL™ PROGRAM

DESCRIPTION

Securus' AdvanceConnect™ payment product allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect™ is flexible in that it allows consumers the choice to pre-pay for multiple calls or pre-pay for a single call just prior to connection using the AdvanceConnect Single Call™ feature. AdvanceConnect Single Call™ allows F&F to fund the bare minimum to complete the current inbound call.

COMPENSATION

AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently $3 for automated transactions) plus the applicable per minute rate and any applicable federal, state, and local taxes.

AdvanceConnect Single Call™ is commissioned in the same manner as an AdvanceConnect™ call that does not use this feature.

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THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, 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's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide THREADS™ at no cost to you.

COMMUNITY FEATURE:

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

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, 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 THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application 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 THREADS™ application.

2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER 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 THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

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VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") is an alternative to traditional telecommunications relay services. VRS is provided by Securus through a third-party vendor and allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

COMPENSATION:

We will provide VRS software on existing XL units at no cost to Customer. We will also provide VRS on 2 additional standard XL units and carts through our third-party vendors at no cost to you.

VRS TERMS OF USE:

1. Customer understands and agrees that it is solely responsible for the following:
    a. Determining which inmates are eligible to use VRS.
    b. Providing inmates access to the VRS application.
    c. Designating which VRS numbers are not to be recorded, by marking those numbers as "private" within SCP.
2. Customer understands and acknowledges that the VRS application is provided "AS IS." Provider or its third-party VRS vendors will have no liability to Customer or any inmate for any loss or injury arising out of or in connection with the VRS application or Customer's or inmates' use thereof. Customer covenants and promises that it will not seek to recover from Provider or its third-party VRS vendors an amount greater than such sum even if Customer was advised of the possibility of such damages. Provider AND ITS THIRD-PARTY VRS VENDORS do not make and hereby disclaims any warranty, express or implied, with respect to the VRS APPLICATION. Provider and its THIRD-PARTY VRS VENDORS do not guarantee or warrant the correctness, completeness, LEGALITY, merchantability, or fitness for a particular purpose of the vrs application. In no event will Provider or its THIRD-PARTY VRS VENDORS be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer or inmates from use of the vrs application or the unavailability thereof.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide LBS at no cost to you.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, 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 Location based services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location based services application 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 Location based services application.

2. Customer acknowledges that the information available through the Location based services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to Location based services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location based services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location based services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes

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aware of; and (f) unless required by law, purge all information obtained through the Location based services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location based services application is "**AS IS**." Customer further understands and acknowledges that Location based services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Location based services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location based services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location based services application. Moreover, if Provider determines in its sole discretion that the Location based services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location based services application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Location based services application) for any loss or injury arising out of or in connection with the Location based services application or Customer's use thereof. s. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER 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 LOCATION BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer. Provider will use best efforts to ensure hardware and accessories for calls made using all devices, including inmate tablets, are compliant with Investigator Pro™ software requirements at all times.

COMPENSATION:

We will provide Investigator Pro™ at no cost to you.

KIOSKS

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy Kiosk(s) at the Facility(s) during the Term of the Agreement as more fully set forth in Kiosk Schedule, attached hereto and incorporated herein by reference.

ICER™

DESCRIPTION:

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

COMPENSATION:

We will provide ICER™ at no cost to you.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. 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.

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Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only))
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)

The application provides all information automatically without staff intervention 24/7.

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. 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.

COMPENSATION:

Provider agrees to provide AIS™ to Customer at no charge, provided that Customer agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debit (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon 30 days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, Provider reserves the right to renegotiate or terminate this AIS Service Order upon 60 days advance written notice to Customer.

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment if agreed by Customer in writing prior to integration being performed.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP"). If the ADP levels fluctuate by more than 15%, Provider reserves the right to renegotiate or terminate this AIS Service Order upon 60 days advance written notice to Customer.

E-MESSAGING

DESCRIPTION

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and their incarcerated loved one. eMessaging works by allowing friends and family to purchase eMessaging "stamps," which they can use to fund the transmission of an electronic message to their incarcerated loved one. Each text message costs only a single stamp, while a text message with an attached picture costs only two stamps. If a friend or family member wishes, they can include an additional stamp that will allow their incarcerated loved one to send a single return message. Return messages are text only; no picture attachments are allowed. Inmates are not able to purchase their own stamps at this time, but will be made available upon Provider development.

Provider will store eMessaging records in a secure, redundant environment. We will store eMessaging records for a period of at least 36 months from the date of record creation, after which they will be permanently deleted. Provider will offer the ability to download and store eMessaging records. You are solely responsible for preserving any eMessaging records beyond the storage period by downloading them to a separate storage medium.

The facility is provided a web-based portal that enables the review of messaging with various options for review. The facility can approve and reject a message based on their policies and criteria. Friends and family must send and receive messages using either the Securus mobile app for Apple or Android devices (unless the Application is removed by Apple or Android) or access their inbox at www.securustech.net and must have a free Securus Online account to access.

Approved messages and attachments are accessible by inmates on a ConnectUs, S-Phone terminal, or SecureView Tablet.

COMPENSATION

When the Application becomes available, we will provide e-Messaging at no cost to you. Stamp book pricing and quantities will be mutually agreed-upon by the parties. Provider will pay Customer a commission of 45% on each redeemed stamp. A stamp is considered "redeemed" when it is used to send an original message to an inmate or when a single return message from the inmate is prepaid for by the inmate's friends and family.

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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 we receive written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE

1. Customer must have ConnectUs-equipped XL or S-Phone units, and/or SecureView tablets, to deploy e-Messaging.
2. Customer is solely responsible for reviewing and approving each inbound and return message, including any photos attached to an inbound message.
3. Customer will comply with all privacy, consumer protection, 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 eMessaging Application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the eMessaging Application 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 eMessaging Application.
4. 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.
5. Customer acknowledges that the information available through the eMessaging Application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to the eMessaging Application to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the eMessaging Application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the eMessaging Application and any information derived therefrom (whether in electronic form or hard copy); and (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of.
6. Customer understands and acknowledges that the eMessaging Application and all information used and obtained in connection with the eMessaging Application is "**AS IS**." Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the eMessaging Application) for any loss or injury arising out of or in connection with the eMessaging Application or Customer's use thereof. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EMESSAGING APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EMESSAGING APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER 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 EMESSAGING APPLICATION OR THE UNAVAILABILITY THEREOF.

TABLETS

DESCRIPTION:

The SecureView Tablet solution allows friends and family to rent a tablet on an inmate's behalf for $15 per month. When premium content is initiated, the price will decrease to $5 per month. No later than June 30, 2018, Provider will develop and release the ability for self-funding of tablet rentals by inmates. Provider will offer standard content on all inmate tablets at no cost to Customer and at no additional cost above monthly rental fee to inmates or friends and family. Standard content will consist of at least the following applications: phone calls, eBook reader, video and document viewer, religion documents, basic radio/music, job search, law library, podcasts, basic set of games, inmate grievance and request forms, third party vendor commissary application, basic website education application, sick call application, SecureServices for internal communication, future mental health applications, and other applications as determined by Provider. Premium content will consist of any feature-rich application developed in the future as determined by Provider. Premium applications, including individual pricing models, must be approved by Customer prior to deployment at Customer Facility(s).

COMPENSATION:

Provider will offer the SecureView Tablet solution at no cost to Customer and will pay Customer 40% commissions on tablet revenues generated through Premium content, when it becomes available. Provider will pay Customer 100% commissions on tablet rental costs after June 30, 2018 if Premium Content has not yet been made available at Customer Facility(s).

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Provider will pay Customer 100% commissions on tablet rental costs after June 30, 2018 if Inmate Self-Funding rental model has not yet been made available at Customer Facility(s).

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Provider will have no liability to Customer for any loss or injury arising out of or in connection with the SecureView Tablet solution or Customer's or inmates' use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider,

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

VIDEO VISITATION

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

CALLING RATES

Provider will charge the following calling rates and fees:

Call Funding Type	Per Call Fees	1st Minute	Additional Minute
Collect (All Call Types, except International: Local/IntraLATA/InterLATA/Intrastate/Interstate)	$0.00	$0.20	$0.20
Debit (All Call Types, except International: Local/IntraLATA/InterLATA/Intrastate/Interstate)	$0.00	$0.16	$0.16
International Calls	$0.00	$0.50	$0.50

Plus applicable taxes and other governmental fees

Account Terms and Conditions	Advance Connect	Traditional Collect	Inmate Debit
Account Setup Fee	$0 No charge	$0 No charge	$0 No charge
Securus Refund Fee	$0 No charge	$0 No charge	$0 No charge
*Securus Funding Transaction Fee	$0 No charge	$0 No charge	$0 No charge
Minimum Funding Amount	$0 None	$0 None	$0 None
*If payments are made by mail or online banking. $3.00 for automated payments. $3.95 for funding via a live agent.			

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Exhibit A: Customer Statement of Work
Fort Bend County

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Fort Bend County ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work will be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below will be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, including 4 TDD units and 2 VRS terminals. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

C. On-site Field Technician. We will provide a fulltime Field Technician for up to 40 hours per week.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
Fort Bend County	Securus Technologies, Inc.
By: _____	By: _____
Name: _____	Name: Robert E. Pickens
Title: _____	Title: President

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

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Schedule: SECURUS VIDEO VISITATION
Fort Bend County

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and the Fort Bend County ("you" or "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 addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

TERMS:

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements for Remote Video Visitation sessions, and Provider may impose time limitations on Video Visitation sessions at the joint discretion of Provider and Customer; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. Customer may offer a reasonable number of free "remote" Video Visitation sessions. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release (content to be approved in advance by Customer) regarding the execution of this agreement by both parties. All Video Visitation sessions must be offered to be scheduled online by the visitor by accessing Provider's website at www.securustech.net, but Customer may choose to create visits on-demand at its sole discretion.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the 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 for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("√" or "X") next to option selected):

☐ Option 1: Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the three additional requirements listed under Option 2 will not apply.

☑ Option 2: Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 75 hours per Video Visitation terminal per week, where practicable.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable, with on-demand exceptions available for attorneys and at Customer discretion.

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Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated without cause before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

COMPENSATION: (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	40%*

* Video Visitation Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Payment. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
PRESIDENT
4000 INTERNATIONAL PARKWAY
CARROLLTON, TEXAS 75007

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

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

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

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

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

OWNERSHIP AND USE. The Video Visitation System and Software will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System,

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and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

Fort Bend County	Securus Technologies, Inc.
By: _____	By: _____
Name: _____	Name: Robert E. Pickens
Title: _____	Title: President

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Schedule: ConnectUs Inmate Service Platform
Fort Bend County

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

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

(b) At Provider's reasonable discretion upon approval from Customer, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.

(c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer.

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(d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder. Provider will not unreasonably deny the publication of documents, videos or forms created by Customer or Customer's other vendors relating to marketing.(e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.

(f) 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.

3. FEES AND PAYMENT TERMS

3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated without cause before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

3.2 Provider's fees do not include any governmental taxes, assessments, fees, or duties that may be applicable in connection with the transactions contemplated by this Schedule ("Taxes"). Customer will be responsible for paying all Taxes, except for taxes based on Provider's net income or its authority to do business within a given jurisdiction. If Provider has a legal obligation to pay or collect Taxes for which Customer is responsible under this Schedule, then the appropriate amount will be invoiced to and paid by Customer, unless Customer specifies in the applicable Sales Order Form that it claims tax exempt status for amounts due under the Agreement and provides Provider a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Provider invoice.

3.3 We agree not to charge a fee of any kind to any third party vendor of Customer for any service or connectivity in any way associated with this agreement, provided the third party vendor does not charge Provider. Customer will be responsible for all Jail Management System and Commissary integration fees charged by third party vendor, if applicable.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

(a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.

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

4.2 Limitation of Warranty.

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

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

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible

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for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
Fort Bend County	Securus Technologies, Inc.
By: _____	By: _____
Name: _____	Name: Robert E. Pickens
Title: _____	Title: President

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Attachment 1

ConnectUs Inmate Service Platform

SALES ORDER FORM SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

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SALES ORDER FORM PRICE PAGE

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate wall)	One Time	$ 4,000	149	$ 596,000
	Video Visitation Cart Terminals - Single Handset (including Cart)	One Time	$ 5,440	6	$ 32,640
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	$ 4,250	30	$ 127,500
	Video Visitation Terminals -Handsfree (Visitor)	One Time	$ 5,000	5	$ 25,000
	Lobby Scheduling Terminals	One Time	$ 5,000	2	$ 10,000
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	$ 500	192	$ 96,000
	Electrical Wiring*	One Time	$ 1,500	0	$ -
	Hardware Installation	One Time	$ 500	192	$ 96,000
	JMS and 3rd Party Vendor Integration**	One Time	$ -	1	$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	$ -	1	$ -
	- Phone Call Application	One Time	$ -	1	$ -
	- Inmate Forms Application (Grievance)	One Time	$ -	1	$ -
	- Inmate Handbook Application (.PDF)	One Time	$ -	1	$ -
	- Third Party Vendor Commissary Application	One Time	$ -	1	$ -
	- Website Education Application (URL)	One Time	$ -	1	$ -
	- Inmate Videos Application (.MP4)	One Time	$ -	1	$ -
	- Self-Op Commissary Ordering Application	One Time	$ -	0	$ -
	- Emergency Visitation Application	One Time	$ -	1	$ -
	- Inmate Sick Form	One Time	$ -	1	$ -
	Job Search Application	Recurring	$ -	1	$ -
	Law Library Application	Recurring	$ -	1	$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	$ -	192	$ -
	Phone Call Application	Recurring	$ -	1	$ -
	Inmate Forms Application (Grievance)	Recurring	$ 5,000	1	$ 5,000
	Inmate Handbook Application (.PDF)	Recurring	$ 5,000	1	$ 5,000
	Third Party Vendor Commissary Application	Recurring	$ 5,000	1	$ 5,000
	Website Education Application (URL)	Recurring	$ 5,000	1	$ 5,000
	Inmate Videos Application (.MP4)	Recurring	$ 5,000	1	$ 5,000
	Self-Op Commissary Ordering Application	Recurring	$ -	0	$ -
	Emergency Visitation Application	Recurring	$ 5,000	1	$ 5,000
	Inmate Sick Form	Recurring	$ 5,000	1	$ 5,000
	Job Search Application	Recurring	$ 3,250	1	$ 3,250
	Law Library Application	Recurring	$ 8,000	1	$ 8,000
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	$ 500	192	$ 96,000
	Recurring Telecom	Recurring	$ 24,840	1	$ 24,840
	Recording Retention (30 days)	One Time	$ 100	149	$ 14,900
	On-Site Training (per day)	One Time	$ 2,000	2	$ 4,000

Term:	5
One-Time Cost	983,140
Annual License & Maintenance Cost (per year)	167,090
Total Cost:	**$ 1,818,590**
Securus Investment:	$ -
Customer Investment:	$ 1,818,590

* Customer responsible for supplying electrical power in equipment rooms.
* Securus is responsible for extending power and data networking to Terminals.
** Installation includes JMS integration

If LexisNexis provides the Law Library Application, LN Prison Solutions, Customer's use of that application is also governed and conditioned upon execution of the LN End User Prison Terms. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in this Agreement. In the event of a conflict in this Agreement and the terms of the LN End User Prison Terms, the LN End User Prison Terms will prevail.

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SECURUS Technologies
connecting what matters®

Schedule: Kiosk
Fort Bend County (TX)

This Kiosk Schedule is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("Securus," "we," or "Provider") and Fort Bend County ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Kiosk Schedule shall be coterminous with the Agreement.

I. SCOPE OF SERVICES

Securus will install one (1) premises-based proprietary Lobby Kiosk, one (1) premises-based proprietary Video Visitation Scheduling Kiosk, and one (1) premises-based proprietary Booking Kiosk (the "Kiosks") to accept prepaid account phone payments, inmate debit account payments, and trust funding. These points of sale enable Securus to accept payments from Clients (herein "Client" shall mean the depositor of funds into a specified account) for the purpose of transferring payments from such Client to Customer.

A. Securus shall create, and assist Customer in creating, an interface between Securus' system and the Customer's Jail Management System (JMS) provider's and/or commissary inmate banking software provider's computer and network systems as needed to facilitate moving funds processed through the Securus provided Kiosk to the appropriate vendor.

B. Customer's JMS provider and/or commissary inmate banking software provider will provide Securus a list of payment types as well as the payment amount for each transaction type.

C. Prior to the installation of any hardware that may be necessary for the payment services, Customer shall provide Securus with information regarding the location on Customer's premises where the Kiosk(s) shall be located. Customer shall prepare the site for the Kiosk(s), according to Provider's reasonable instructions. Power is Customer's sole responsibility.

D. Title to all Kiosks provided by Securus for the purpose of providing payment services shall remain solely that of Securus. Within 30 days of the expiration or earlier termination of this Agreement, or within 30 days of receiving notice from Customer, whichever is shorter, Securus shall, at its own expense, remove all of its Kiosks from Customer's premises.

E. Securus shall bear all risk of loss or damage to the Kiosks. Customer shall not be liable for any loss or damage to the Kiosk(s).

F. Securus shall repair or replace a defective Kiosk within 48 hours of notice to Securus at the address designated for notice in the Agreement.

G. Remaining monies in all inmate accounts held by Securus shall be transferred upon request to Inmate Trust Fund using existing integration with Customer's third party commissary vendor.

II. DUTIES OF THE PARTIES

A. Securus.

1. Securus shall conduct a Kiosk site survey and develop an implementation project plan at Securus' expense.

2. Securus shall provide, install, and operate products according to the Scope of Services above, at the Customer's location at Securus' expense. The Kiosk(s) shall remain the property of Securus at all times during the Term of this Agreement and shall be returned to Securus (i) at the expiration or earlier termination of the Agreement or (ii) at the termination of the Kiosk services under this Schedule, whichever occurs first. Securus shall set up the Kiosk in a manner Securus deems to be best for transaction and revenue generating capabilities. Securus may remove a Kiosk previously deployed if, in its reasonable discretion and upon approval by Customer, Securus deems the Kiosk to be unprofitable, unsafe to operate or maintain, or is otherwise determined by Securus to be in an undesirable location for a Kiosk.

3. Securus is responsible for collecting deposits for Customer from the Kiosk(s) on a regular basis, and will be responsible for all maintenance of the Kiosk.

B. Customer.

1. Customer shall provide a secure location at which the Kiosk(s) shall be installed. For reasons of safety and security, the Kiosk must be attached securely to the floor of the Customer location.

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2. Customer shall provide all electrical power necessary for the operation of the Kiosk at the Customer location prior to Kiosk installation, including the following:

   a. A dedicated and isolated power outlet connection;

3. Customer shall cooperate with Securus by providing such assistance as is necessary for the installation and operation of the Kiosk at the Customer location, allow Clients unrestricted access to the Kiosk to conduct transactions and allow unrestricted access to the Kiosk to Securus, or its designees, for maintenance of the Kiosk and provide such additional assistance as is necessary to enable the performance of the services.

4. Customer shall allow Securus to perform marketing services to promote usage of the Kiosk to the public.

III. PAYMENTS.

A. For all services and provisions designated below, all fund amounts, including all cash and all approved credit/debit payments deposited for the benefit of Client, shall be transferred in real time into the appropriate accounts and be immediately available for use.

B. Customer authorizes Securus to credit Customer's bank account via automated clearinghouse (ACH) or similar banking system for all trust account payments collected through the Kiosk through its completion of the Sign-Up Form (Attachment 1). Customer agrees to notify Securus immediately if any of the information contained on the Sign-Up Form changes, including but not limited to, changes to Customer's contact information and bank account information. Provider shall electronically transfer all funds through an ACH or similar banking system into the Customer's designated inmate trust banking account within ninety-six (96) hours after the deposits are authorized and accepted by Provider or at another mutually agreed upon schedule between Provider and Customer. Provider will monitor all transactions and take reasonably appropriate actions to help prevent fraudulent transactions by implementing the recovery procedures.

C. Customer shall not be held responsible for any charge-backs or fraud involving payments sent to Customer from Client. Customer agrees that it shall, to the full extent allowed by law, assume all liability for any mishandling of funds or for any losses associated with any funds coming into Customer's possession expressly attributed to a Securus Kiosk payment. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, SECURUS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING OUT OF THIS STATEMENT OF WORK HOWSOEVER CAUSED AND EVEN IF SECURUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IV. FEES PAYABLE BY CLIENT (DEPOSITOR)

The Client (depositor) will be charged a base fee per transaction for the Lobby Kiosk for Families using Credit card or Debit only to fund the **TRUST account** as follows:

Kiosk Deposit Fees	
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

For Trust Accounts paying with **CASH**: Funding fee is $3.00 flat

For Phone Funding using Cash or Credit Card funding fee is $3.00 Flat

IN WITNESS WHEREOF, the parties have caused this Kiosk Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
Fort Bend County	Securus Technologies, Inc.
By: _____	
Name: _____	By: _____
Title: _____	Name: Robert E. Pickens

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	Title: President

Kiosk

Attachment 1

Deposit Authorization Form

Requestor Information**********

Facility Requestor Name:	
Date Request Submitted:	
Purpose / Reason for Request:	Establish Trust Funding processing via AIS with JPay

Facility Information**********

Facility Name:	
Address:	
State:	
Zip Code:	

Banking Detail **********

Bank Name	
Address	
Contact Number	
ABA Routing Number	
Account Number	

**********JPay Internal Office**********

Assigned Merchant Identification (MID)	
Pretest Verification:	
Pretest Verification Date:	
IT Authorization:	
Activation Date:	
First Payment Date:	
Additional Comments:	

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-322672

Date Filed:
03/06/2018

Date Acknowledged:
03/13/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securus Technologies
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 13-058
1st Amendment to renewal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pickens,	Carrollton, TX United States	X	
Smith, Richard	Carrollton, TX United States	X	
Reinhold, Dennis	Carrollton, TX United States	X	
Boyd, Geoffrey	Carrollton, TX United States	X	
Sigler, Mary Ann	Beverly Hills, CA United States	X	
Kalawski, Eva	Beverly Hills, CA United States	X	
Zollo, Stephen	Beverly Hills, CA United States	X	
Velasco, Barbara	Beverly Hills, CA United States	X	
Haghighi, Shahram	Beverly Hills, CA United States	X	
Walloch, Dawn	Beverly Hills, CA United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Securus Technologies
Carrollton, TX United States

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Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 13-058
1st Amendment to renewal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)