



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 27, 2023

Commissioners Court
Harris County, Texas

RE: Job No. 220028

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: Inmate and Public Telephone System for Harris County

Vendor: Securus Technologies, LLC

Amount: \$0

Term: May 16, 2023 through May 15, 2028 with three (3) three-year renewal options

Reviewed by: X Sheriff's Office X Harris County Purchasing

On January 31, 2023 Commissioners Court approved an award subject to the execution of an Agreement. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

JG
Attachment
cc: Sheriff's Office
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023

**Master Services Agreement
HARRIS COUNTY (TX)**

This Master Services Agreement (this “Agreement”) is by and between Harris County, Texas (“Customer”) and Securus Technologies, LLC (“Provider” or “Contractor”). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the “Effective Date”).

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s) and Statement of Work, which are incorporated by reference;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the “Application(s)”) to Customer. Additional Application-specific terms and conditions are stated in schedules to this Agreement (the “Schedules”), which are incorporated into and subject to the terms of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion (the “Updates”), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
2. Term. The Agreement begins on the Effective Date and ends 60 months thereafter (the “Initial Term”). At the County’s option, this Agreement is renewable for up to three successive periods of 36 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.
3. Compensation and Cost. The compensation and cost for each Application, if any, is stated in the Schedules. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application’s monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days’ notice in the event of a cost increase that exceeds 3% of Provider’s current costs directly related to the provision of Applications under this Agreement.
4. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the “Customer License”).
5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider’s knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its

end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

6. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer Data for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.

7. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of the named products and services specified within this Agreement. For products and services provided to the Customer under this Agreement, the Customer reserves the right to test other products and services related to the operation of its correctional facilities during the term of this Agreement. Customer further reserves the right to procure and/or test other products and services not provided to Customer under this Agreement.

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

9. Express Warranties. Unless a Schedule states otherwise, Provider offers the following express warranties in connection with the Applications:

- a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at Provider's sole cost and expense except as noted in this section. Notwithstanding the foregoing, 12 months after the Effective Date of the Agreement, Provider and Customer will jointly evaluate and determine what charges, if any, shall apply to future costs of any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"). Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by misuse, misapplication, neglect, or accident, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. When applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
- c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 11.

10. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

11. Service Level Agreement. Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

12. Customer's Compliance With Applicable Laws. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents and warrants that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws. Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. Further, to the fullest extent allowed by applicable law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that Customer should have but failed to designate as Private.

13. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, Customer agrees to notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.

A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act"). Provider agrees to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Provider expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Provider.

B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Provider for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

C) In the event the County receives a written request for information pursuant to the Act that affects Provider's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Provider under this Agreement, then the County will promptly notify Provider of such request. Provider may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Provider is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Provider is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D) Electronic Mail Addresses. Provider affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with

the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Provider and agents acting on behalf of Provider and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

14. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.

15. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.

17. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PROVIDER PAID CUSTOMER DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

PROVIDER SHALL HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF PROVIDER, ITS AGENTS EMPLOYEES OF SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OMISSION, OR INTENTIONAL TORT THAT RESULTS IN PERSONAL INJURY OR DEATH; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY PROVIDER OR BY ANY PERSON EMPLOYED BY PROVIDER, OR PROVIDER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL. PROVIDER SHALL ALSO HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY PROVIDER, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL.

IF A CLAIM IS BROUGHT AGAINST THE COUNTY AS TO INTELLECTUAL PROPERTY INFRINGEMENT, PROVIDER SHALL HAVE THE RIGHT TO CONTEST SAME THROUGH ITS COUNSEL OR, AT PROVIDER'S OPTION, (A) TO SETTLE SAME BY SECURING FOR THE COUNTY THE RIGHT TO CONTINUE TO USE SUCH EQUIPMENT, OR (B) BY MODIFYING IT TO AVOID INFRINGEMENT, OR (C) BY REPLACING IT WITH NON-INFRINGEMENT EQUIPMENT, OR (D) BY RECLAIMING IT AND REIMBURSING THE COUNTY THE SUM PAID THEREFORE, INCLUDING INSURANCE EXPENSES. AS BETWEEN THE PROVIDER AND COUNTY, THE ABOVE PROVISIONS A - D, ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE COUNTY FOR INTELLECTUAL PROPERTY INFRINGEMENT BY PROVIDER OF A THIRD PERSONS' INTELLECTUAL PROPERTY RIGHTS.

18. Uncontrollable Circumstance. Provider reserves the right to renegotiate or terminate this Agreement without penalty upon 60 days' written notice if circumstances outside Provider's control (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy or economic conditions; actions Customer takes for security reasons (*e.g.*, Lockdowns); or acts of God) negatively impact Provider's business; however, Provider will not unreasonably exercise such right. Further,

Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

20. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

22. Insurance.

A) Provider shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of Provider. These requirements do not establish limits of the Provider's liability.

- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Provider shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Property Damage Combined Three Hundred Thousand and No/Dollars (\$300,000.00); Products-Completed Operations Aggregate Limit One Million Dollars (\$1,000,000.00) Per Job; Aggregate One Million Dollars (\$1,000,000.00) Personal and Advertising Injury Limit; General Aggregate Two Million Dollars (\$2,000,000.00).

- ii) Umbrella Liability: One Million Dollars (\$1,000,000.00) each occurrence; One Million Dollars (\$1,000,000.00) General Aggregate.
- iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined.

23. Health Insurance Portability and Accountability Act ("HIPAA")

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

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions

regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and Tex. Health & Safety Code Ann. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

A) Definitions.

i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).

ii) Protected Health Information ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the County.

iii) Electronic Protected Health Information ("E PHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and E PHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and E PHI.

B) General.

i) Contractor agrees to hold all PHI and E PHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended.

ii) Contractor agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Contractor's own expense.

iii) Contractor agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Contractor's services to the County. Compliance with this paragraph is at Contractor's own expense.

iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.

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

D) Business Associate. Contractor is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.

i) Nondisclosure of PHI. Contractor agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.

ii) Limitation on Further Use or Disclosure. Contractor agrees not to further use or disclose PHI or E PHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either Contractor or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

iii) Safeguarding PHI. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.

- iv) Safeguarding EPHI. Contractor agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:
- a) Encryption of EPHI that Contractor stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct of periodic security training.
- v) Reporting Security Incidents. Contractor agrees to report to the County any Security Incident immediately upon becoming aware of such. Contractor further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
 - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
 - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.
- vi) EPHI and Subcontractors. Contractor shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Contractor agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- vii) Subcontractors and Agents. Contractor shall require any subcontractor or agent to whom Contractor provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and EPHI.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor, or by a subcontractor or agent of Contractor, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. Contractor also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Contractor agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice – Request for Amendment. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Contractor agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Contractor agrees to notify the County in writing within three (3) business days of

any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Contractor agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

xiii) HHS Inspection. Upon written request, Contractor agrees to make available to HHS or its designee, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County, in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.

xiv) County Inspection. Upon written request, Contractor agrees to make available to the County and its duly authorized representatives during normal business hours Contractor's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the Privacy and Security Requirements. Contractor agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Contractor agrees to allow similar access to books, records, and documents related to contracts between Contractor and organizations related to or subcontracted by Contractor to whom Contractor provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

xv) PHI or EPHI Amendment. Contractor agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

xvi) Documentation of Disclosures. Contractor agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.

xvii) Termination Procedures. Upon termination of this Agreement for any reason, Contractor agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Contractor pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Contractor maintains PHI or EPHI from the County in any form. If Contractor determines that transferring or destroying the PHI or EPHI is infeasible, Contractor agrees:

- a) to notify the County of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this Article to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.

xviii) Notice-Termination. Upon written notice to Contractor, the County may terminate any portion of the Agreement under which Contractor maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Contractor, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Contractor has repeatedly violated a Privacy or Security Requirement.

E) Survival of Privacy Provisions. Contractor's obligations with regard to PHI and EPHI shall survive termination of this Agreement.

F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.

G) Indemnification. Contractor agrees to indemnify and hold harmless, to the extent allowed by law, the County and its Commissioners' Court, officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

- i) a breach of this Agreement relating to the Privacy and Security Requirements by Contractor; or
- ii) any negligent or wrongful acts or omissions of Contractor or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.

H) Contractor shall ensure that any agent to whom it provides PHI or EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect PHI or EPHI. Further, Contractor agrees to give County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

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

24. Required Alcohol and Drug Screening/ Immunization

A) AT A MINIMUM, CONTRACTOR AGREES TO REQUIRE ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, ALL OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR EMPLOYEES TO SUBMIT TO ALCOHOL AND DRUG SCREENING. THE DRUG SCREEN, WITH CONFIRMATORY TESTING IN THE EVENT OF A POSITIVE SCREEN SHALL CONSIST OF THE FOLLOWING:

B) THE INITIAL DRUG SCREENING IS AN ENZYME IMMUNOASSAY TECHNIQUE (EMIT) TEST TO DETECT THE FOLLOWING PROHIBITED DRUG GROUP LEVELS:

| <u>SUBSTANCES</u> | <u>EMIT CUT-OFF LEVEL</u> |
|--------------------------|---------------------------|
| 1. MARIJUANA METABOLITES | 50 NG/ML |
| 2. COCAINE METABOLITES | 300 NG/ML |
| 3. PHENCYCLIDINE (PCP) | 25 NG/ML |
| 4. AMPHETAMINES 1000 | 1000 NG/ML |
| 5. OPIATE METABOLITES | 2000 NG/ML |

C) ALL SPECIMENS IDENTIFIED AS POSITIVE ON THE INITIAL TEST ARE CONFIRMED USING GAS CHROMATOGRAPHY/MASS SPECTROMETRY (GC/MS) TECHNIQUES. THE CONFIRMATION TEST CONDUCTED IS GIVEN TO DETECT THE FOLLOWING PROHIBITED DRUG GROUP LEVELS:

| <u>SUBSTANCES</u> | <u>GC/MS CUT-OFF LEVEL</u> |
|---|----------------------------|
| 1. MARIJUANA METABOLITES | 15 NG/ML |
| 2. COCAINE METABOLITES | 150 NG/ML |
| 3. PHENCYCLIDINE (PCP) | 25 NG/ML |
| 4. AMPHETAMINES | |
| AMPHETAMINES | 500 NG/ML |
| METHAMPHETAMINE | 500 NG/ML |
| (SPECIMEN MUST ALSO CONTAIN AMPHETAMINE AT A CONCENTRATION OF > 200 NG/ML) | |
| 5. OPIATE METABOLITES | |
| CODEINE | 2000 NG/ML |
| MORPHINE | 2000 NG/ML |
| 6-ACETYLMORPHINE | 10 NG/ML |

| | |
|--|--|
| (6-AM IS ONLY TESTED WHEN MORPHINE CONCENTRATION EXCEEDS 2000 NG/ML) | |
|--|--|

D) IF THE CONFIRMATION TEST IS A LEVEL GREATER THAN THE GC/MS CUT-OFF LEVEL ABOVE, CONTRACTOR AGREES NOT TO ASSIGN THE PERSON TO PERFORM ANY SERVICES UNDER THIS AGREEMENT.

E) CONTRACTOR WARRANTS AND REPRESENTS THAT CONTRACTOR WILL PERFORM DRUG TESTING ON ANY PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT, AND THAT THESE PERSONNEL MUST PASS THE DRUG TESTING BEFORE PERFORMING SERVICES AS PROVIDED IN THIS AGREEMENT. CONTRACTOR UNDERSTANDS AND AGREES THAT THE REQUIREMENT FOR ADMINISTRATION AND PASSAGE OF THE DRUG TESTING REQUIREMENTS OF THIS AGREEMENT APPLY TO BOTH NEW PERSONNEL AND ANY EXISTING PERSONNEL WHO ARE TRANSFERRED TO POSITIONS PERFORMING SERVICES UNDER THIS AGREEMENT AND THAT THE HCSO WILL NOT ACCEPT THE RESULTS OF ANY DRUG TESTING ADMINISTERED MORE THAN SIX (6) MONTHS PRIOR TO THE DATE THE PERSONNEL ENTER ANY FACILITY.

F) CONTRACTOR UNDERSTANDS AND AGREES THAT FOLLOWING ANY INJURY, ACCIDENT OR WORKER'S COMPENSATION CLAIM INVOLVING ANY PERSONNEL PERFORMING SERVICES UNDER THIS AGREEMENT, CONTRACTOR SHALL PERFORM DRUG TESTING USING THE PROCEDURES OUTLINED IN THIS AGREEMENT.

IMMUNIZATION- PROVIDER SHALL COMPLY WITH HARRIS COUNTY IMMUNIZATION REQUIREMENTS. ALL STAFF ASSIGNED TO HARRIS COUNTY FACILITIES SHALL MEET, AT A MINIMUM, THE FOLLOWING REQUIREMENTS:

TUBERCULIN (PPD) SKIN TEST - PROVIDER SHALL PERFORM PPD SKIN TESTING YEARLY ON ALL STAFF THAT HAS NOT PREVIOUSLY TESTED POSITIVE. FOR ANY STAFF WHOSE TEST BECOMES POSITIVE, PROVIDER MUST PRESENT DOCUMENTATION OF TREATMENT STATUS. FOR STAFF WITH PREVIOUS KNOWN POSITIVE SKIN TESTS, PROVIDER WILL PRESENT A YEARLY SCREENING OF CLINICAL SYMPTOMS FOR ACTIVE TUBERCULOSIS.

25. Miscellaneous.



- a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court or competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- b. No Personal Liability; No Waiver of Immunity. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- c. Independent Contractor. The Services performed by Provider under this Agreement are performed by Provider as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Provider shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Provider has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Provider.
- d. No Federal Exclusion.

- A) Provider warrants that neither Provider nor any of its owners, officers, directors, employees, or principals (collectively "Principals"), is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
- i) Is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state health care programs or in federal and/or state procurement or nonprocurement programs. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or
 - ii) Has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) Provider agrees to report immediately to the County's Purchasing Agent if either the Provider or any of its Principals become an "Ineligible Person" during the term of this Agreement.
- e. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- f. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- g. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to Provider's affiliates or to any entity that succeeds to Provider's business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.
- h. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- i. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- j. Prevailing Party. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- k. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- l. Execution Mechanics. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original

signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.

- m. Entire Agreement / Merger Clause. This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

| | |
|--|--|
| <p><u>CUSTOMER:</u></p> <p>Harris County, Texas</p> <p>By: _____</p> <p>LINA HIDALGO COUNTY JUDGE</p> <p><u>Customer's Notice Address:</u></p> <p>Harris County Purchasing 1111 Fannin, 12th Floor Houston, TX 77002</p> <p><u>Customer's Payment Address:</u> Harris County Sheriff's Office 1200 Baker Street Houston, TX 77002 Attn: Finance Office</p> <p>APPROVED AS TO FORM:</p> <p>CHRISTIAN D. MENEFFEE COUNTY ATTORNEY</p> <p>BY: <u>Cherelle Sims</u> Cherelle Sims Assistant County Attorney C.A. File 22GEN4135</p> | <p><u>PROVIDER:</u></p> <p>Securus Technologies, LLC</p> <p></p> <p>By: _____</p> <p>Name: <u>Alex Yeo</u></p> <p>Title: <u>Chief Revenue and Product Officer</u></p> <p>Date: <u>03/29/2023</u></p> <p><u>Provider's Notice Address:</u></p> <p>4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel</p> <p><u>Provider's Payment Address:</u> Same Address as Above, Attention: Accounts Receivable</p> <p><u>Please return signed contracts to the same address as above, Attention: Contracts Administrator</u></p>  |
|--|--|

SCHEDULE: SECURUS SERVICES HARRIS COUNTY (TX)

This **Schedule: Securus Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("Provider") and Harris County, Texas ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

TELEPHONE SERVICE / CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 12 months from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges. Provider will continue to charge the currently applicable calling rates until full deployment of all Applications contained in this Agreement. Upon full deployment of all Applications contained in this Agreement, Provider will charge calling rates in accordance with the following call rate table:

| <u>Class of Call</u> | <u>Rate*</u> |
|-----------------------------|---|
| Domestic | \$0.015 per minute |
| International | \$0.015 per minute, plus the average per-minute amount paid by the provider to its underlying wholesale international carriers to terminate international calls to the same "international destination" over the preceding calendar quarter |

* Plus applicable taxes, fees, and surcharges. Provider will not charge for telephone calls between incarcerated individuals and their legal counsel. Provider will not charge for calling from designated booking phones. Provider will not charge for calls made by juvenile detainees.

Provider will provide two free twenty-minute calls per incarcerated individual per week, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs. Additionally, the County will provide two free, twenty-minute calls per incarcerated individual per week, paid by the County at the rate of \$0.015 per minute.

Provider will not pay any commission specifically associated with telephone calling.

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

INVOICING AND COMPENSATION:

Minimum Annual Guarantee. Provider will pay Customer compensation in connection with certain Applications as described in this Agreement. Such compensation will be paid monthly, but Provider will guarantee a minimum total annual compensation of Five Hundred Thousand Dollars (\$500,000) in connection with the Applications provided by this Agreement. If (1) the average daily population levels drop by more than 5% and/or (2) federal, state, or local regulatory requirements are amended in a manner which negatively impacts Provider's business, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation, and the minimum annual guarantee. This guarantee will be funded by revenue generated from Provider's products and services but will not be funded by telephone service revenue generated from Customer's facility(s). For any commissionable products, Provider will not pay commissions to the Customer until such commissionable products are installed.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an incarcerated end user. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications"). Provider will continue to maintain and support the currently-deployed configuration of terminals and ConnectUs Applications and will store SVC sessions for the currently-designated period of time.¹

Additional ConnectUs Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.

Provider will charge \$1.99 per a 20 minute remote visit, plus applicable taxes/fees/surcharges, provided that Provider will not charge for SVC sessions between incarcerated individuals and their legal counsel. Provider will provide Customer with coupons for distribution to incarcerated individuals allowing for two free remote video connect sessions per incarcerated individual per month. The coupons will expire on a date that is mutually agreed upon by Provider and Customer.

It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

¹ Additional terminals may subsequently be deployed by mutual agreement of the parties.

VIDEO RELAY SERVICE

Provider's Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing incarcerated end users the ability to communicate with friends and family via a videoconferencing service.

Customer is solely responsible for (a) determining which individuals are eligible to use VRS; (b) configuring SCP to allow access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

The cost of VRS was considered and included in offering the terms herein.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. Tablet media will be priced as follows:

| Media Type | Price* |
|------------------------|------------------|
| Music – Songs | \$1.19 – \$2.23 |
| Music – Albums | \$1.51 – \$22.93 |
| Games | \$0.00 – \$10.99 |
| Movies | \$2.99 – \$9.99 |
| TV Shows (Per Episode) | \$0.99 – \$2.99 |
| Newsstand | \$5.99 per month |

* Prices represent 95% of content that is offered – outliers (such as an anthology album with more tracks than a typical album) may exist. Prices are inclusive of the price of the content and any applicable fees or costs; however, taxes are not included in the ranges. Prices above are standard prices, but pricing may be subject to temporary changes resulting from sales or promotions. Pricing may also be changed by mutual agreement of the parties.

If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The premium content fees can be paid by using a Securus Debit account.

TABLETS TERMS AND CONDITIONS:

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

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

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

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

LEXISNEXIS LAW LIBRARY

LexisNexis is Customer's law library provider. On Customer's behalf, Provider will pay the monthly fee of \$8,500 to LexisNexis on Customer's behalf. If Customer's monthly fee is increased by LexisNexis, Provider will pay the revised monthly fee.

EMESSAGING

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

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

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

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

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

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

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

| <u>Number of Stamps in Book</u> | <u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u> |
|---------------------------------|--|
| 5 | \$1.20 |
| 10 | \$2.40 |
| 20 | \$4.80 |
| 50 | \$12.00 |

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

| <u>Number of Stamps in Book</u> | <u>Stamp Book Price (Plus applicable taxes)</u> |
|---------------------------------|---|
| 1 | \$0.24 |
| 2 | \$0.48 |
| 5 | \$1.20 |
| 10 | \$2.40 |

Provider will pay Customer a commission of 10% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered “redeemed” when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the “Payment Date”). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

SECURUS TEXT CONNECT

DESCRIPTION: Securus’ Text Connect Application (“STC”) allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the STC functionality through Provider’s tablets. Provider will provide STC at no cost to Customer. STC includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

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

COMPENSATION: Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

| Package / Texts | Base Price | Agency Charge % | Agency Charge Paid to Customer | Transaction Fee | Total Price Per Text | Total Price ² |
|-----------------|------------|-----------------|--------------------------------|-----------------|----------------------|--------------------------|
| 50 Texts | \$2.00 | 10% | \$0.20 | \$3.00 | \$0.104 | \$5.20 |
| 100 Texts | \$4.00 | 10% | \$0.40 | \$3.00 | \$0.074 | \$7.40 |
| 250 Texts | \$10.00 | 10% | \$1.00 | \$3.00 | \$0.056 | \$14.00 |
| 500 Texts | \$20.00 | 10% | \$2.00 | \$3.00 | \$0.050 | \$25.00 |

NATIONAL CELLULAR FORENSICS SERVICES

National Cellular Forensics Services, offered by Provider's subsidiary Guarded Exchange, LLC ("NCF Services") provide a comprehensive and analytical breakdown of data from cellular phones to help support ongoing investigations. A mutually agreed number of devices will be analyzed and returned to Customer along with any and all information gathered from the devices.

Customer Procedures. Customer will follow all Customer policies and procedures when seizing items contemplated for analysis. Customer represents and warrants that it is either the legal owner of the subject media or has the authority to search via a search warrant or consent on behalf of the owner. Customer warrants that any media tendered or made available to Provider for examination or duplication and any access granted to any information, system, or network was lawfully obtained in full compliance with all applicable law and with due regard for and deference to the property or privacy rights of all third parties.

Customer Authority to Search. Customer represents and warrants that it has obtained a warrant that provides Provider with the right to perform the NCF Services in compliance with all applicable law and that Customer will only use the NCF Services in compliance with the terms and conditions of such warrant. At Provider's request, Customer will provide Provider with a copy of each warrant obtained so that Provider can provide the NCF Services. Customer will provide to Provider the chain of custody documents completed pursuant to Customer policy and procedure relating to any seized devices, component parts, or storage devices. Customer will give Provider with consent to search any digital devices and media over which the Customer has authority. Such search may require Provider to access passwords on seized devices or change passwords on seized devices. If Customer does not have the legal authority to consent to such search, Customer will obtain the required consent from a person who does have such authority before Provider may conduct a search of any device or media. All items sent by Customer to Provider shall be via approved and insured methods which shall include both UPS and FedEx. Customer will also indicate to Provider the name, phone number, and address of the individual that the device shall be returned to after Provider has completed the NCF Services.

Confidentiality of Information. Provider will take commercially reasonable steps to protect the confidentiality of information in or on electronic data and media made available or furnished to it for examination; provided, however, Customer agrees that if, during the course of this engagement, Provider finds within any electronic data or media evidence of child exploitation (e.g., child pornography) or of a credible threat of physical harm to any person, Provider shall be entitled to immediately bring such matters to the attention of federal or state law enforcement authorities and that no assertion of privilege, confidentiality, or breach of contract will be raised as a bar to such action.

Retention of Information. Forensic images and other media related to a lawsuit will be retained by Provider for a period of one year from receipt of such material from Customer or until such lawsuit is settled, whichever is sooner ("Retention Period"). After the Retention Period, the images and/or other media will either be destroyed or retained based upon the Customer's written instructions. If Customer does not provide written instructions within ten days of the end of the Retention Period, Customer agrees that any and all images and/or media will be destroyed. If Customer instructs Provider to retain the images and/or media, a monthly storage fee will be charged to Customer.

Subpoenas of Information. If any of the materials relating to the NCF Services still within Provider's custody or control are subpoenaed, Provider will give Customer notice of such subpoena in advance of compliance. Should Customer require Provider to oppose such subpoena, Customer will, at Provider's election, either retain separate legal counsel to represent Provider or indemnify Provider from and against all costs and expenses including reasonable attorney's fees, cost, liabilities, and disbursements resulting from such action.

² Plus applicable taxes and regulatory fees.

The cost of the NCF Services was considered and included in offering the other terms contained herein.

SECURUS DIGITAL MAIL CENTER

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

Provider Processed and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Provider will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). Customer will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Provider receives such items, they will be returned to their sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender. At Customer's option, physical mail may either be destroyed after 30 or 60 days or forwarded to Customer (at Customer's cost), at Customer's preference. If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

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

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

The cost of Digital Mail Center was considered and including in offering the terms contained in the Agreement, provided that any additional costs incurred by Customer described herein in connection with Digital Mail Center may be deducted from compensation otherwise owed to Customer under the Agreement or invoiced.

ONSITE SUPPORT

Provider will deploy seven full-time onsite personnel who will support the provision of Provider's products and services under the Agreement.

LEXIPOL SERVICES

Provider will facilitate the deployment of Lexipol's CorrectionsOne Academy product (county wide solution) and its C1A, P1A, and TCOLE intermediate courses. Lexipol services will be provided by Lexipol. Customer's use of this product is also governed by and conditioned upon acceptance of the Lexipol End User Agreement, which will be provided to Customer. 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 Lexipol End User Agreement, the Lexipol End User Agreement will prevail. The cost of Lexipol services was considered and included in offering the other terms in this Agreement.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

1. **Applicability.** These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
2. **Customer Warranty.** Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other

requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

3. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

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

5. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

6. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Exhibit A: Customer Statement of Work
HARRIS COUNTY (TX)**

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 Harris County, Texas ("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.

1. Service Locations. Provider will provide services as described in the Agreement and herein at the following locations: (a) 701 N. San Jacinto Street, Houston, TX 77002; (b) 1200 Baker Street, Houston TX 77002; (c) 1307 Baker Street, Houston TX 77002; (d) 700 N. San Jacinto Street, Houston TX 70002 (Joint Processing Center); (e) all juvenile facilities under Customer's control and administration; and (f) any other facilities under Customer's control and administration as may be agreed by the parties.

- a. Summary SOW - 701 N. San Jacinto, 1200 Baker, 1307 Baker. In addition to continuing to maintain all currently deployed products and services, Provider will deploy tablets at a ratio of 1 tablet per incarcerated individual. Provider will conduct site surveys to determine the necessary equipment, cabling, wireless access points, and charging cart deployments to facilitate provision of Provider's Applications. Video Connect terminals will be deployed based on the size of the housing unit, the number of incarcerated individuals, and available wall space and wiring accessible at the facility. Telephones will be replaced on an as needed basis. The specific infrastructure plan and equipment will be approved by both parties prior to installation work.
- b. Summary SOW - Joint Processing Center. In addition to continuing to maintain all currently deployed products and services, Provider will deploy tablets at a ratio of 1 tablet per incarcerated individual. Provider will conduct site surveys to determine the necessary equipment, cabling, wireless access points, and charging cart deployments to facilitate provision of Provider's Applications. The specific infrastructure plan and equipment will be approved by both parties prior to installation work.
- c. Summary SOW - Juvenile Facilities (All). In addition to continuing to maintain all currently deployed products and services, all existing telephones will be replaced with new stainless steel phones. Tablets and video connect terminals / services will be deployed at County's option.

2. Site Survey Process. Upon execution of the Agreement, Provider will coordinate with each of the sites to do a site survey. During the course of the survey, Provider will be assessing each facility for special or non-standard installation situations as well as developing an initial heat mapping for placement of Wireless Access Points. From this site survey and heat mapping, the Project Manager will then come on-site for a project kick-off meeting. During this meeting, Provider will review the scope and timeline as well as answer any specific questions the site might have. Provider will also finalize the ordering of the circuits and finalize the network architecture.

3. Plan Development and Finalization. From the site survey, the heat mapping, and the on-site kick-off, the Project Manager will work across the program team to develop a thorough bill of material, by site, and place all necessary orders. From these orders, Provider will confirm and finalize lead times. It will also be at this time that Provider will determine whether to use in-house or contracted labor to do the network installation. Provider will finalize that work scope and provide feedback to the sites for specific clearance requirements and timing. If there are defective units at the sites, Provider will make note of those and ensure that those units are replaced with functioning units.

4. Deployment Sequence. The project plan which will be provided by site will call out the sequencing - in general, Provider will start with ITS, then move to Securus Video Connect, and finish with tablets. In the case of Harris County, Provider recommends a full deployment by site over the course of 4-days (start with ITS & SVC on day one, tablet deployment on day 2 and troubleshooting on days 3 and 4). Provider will provide training plans for pre and post-deployment during our initial kick-off meeting as well as during our milestone meetings throughout the project. Subject to priority requirements of Customer's preferred contractors (if they are used for this project), Provider currently expects that all work described in this SOW will be completed within 90 to 120 days of Agreement execution.

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN HARRIS COUNTY AND SECURUS TECHNOLOGIES, LLC

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|---------------------------|--------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom S. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lesley Briones | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. County Judge Hidalgo is authorized to execute on behalf of Harris County an agreement with Securus Technologies, LLC for the purpose of providing an inmate and public telephone system and telecommunication and maintenance services, for a five (5) year period ("Initial Term") with three (3) additional three-year renewal terms. The Revenue shall be paid to the County on a monthly basis, with a minimum annual guarantee of Five Hundred Thousand and No/Dollars (\$500,000). The Agreement is incorporated herein by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.