

**FIRST AMENDMENT TO  
INMATE TELEPHONE SERVICE CONTRACT**

THIS FIRST AMENDMENT ("Amendment") to the Inmate Telephone Service Contract originally entered into on September 21, 2016 ("Contract"), is entered into as of January 1, 2017, by and between the Georgia Department of Corrections ("State Entity"), an agency of the State of Georgia, and Securus Technologies, Inc. ("Contractor"), a company duly authorized by law to transact business in the State of Georgia.

The purpose of this Amendment is to insert Attachment 5 – Rates and Revenue Share and Attachment 6 – Additional Technology Costs, and to amend certain sections of the Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions continued in the Contract are unchanged. The Contract, including all amendments shall be referred to as the "Contract." All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Contract.
2. The Contract is hereby amended by inserting Attachment 5 – Rates and Revenue Share attached hereto.
3. The Contract is hereby amended by inserting Attachment 6 – Additional Technology Costs attached hereto.
4. Attachment 1 – Contract Terms and Conditions for Products, Software, and Services Purchases, Section B – Duration of Contract, Subsection 1 is deleted in its entirety and replaced with the following:
  1. **Contract Term.** The Contract shall begin on the effective date thereof, which shall be the date executed by the State Entity as shown on the signature page of September 21, 2016 and continue four (4) calendar years from the first date of call processing, which occurred on January 17, 2017 and shall expire on January 16, 2021, unless terminated earlier as outlined in the Contract.
5. Attachment 1 – Contract Terms and Conditions for Products, Software, and Services Purchases, Section K – Contract Administration is amended to insert Subsection 34 as follows:
  34. **Boycott of Israel.** Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. Section 50-5-85.
6. Attachment 2 – GDC Scope of Services, Section 3 – Implementation, Installation Services and Wiring is amended to insert Subsection 3.20 as follows:
  - 3.20 Contractor may, upon prior written approval from the State Entity, use existing fiber connectivity within the Facilities. If Contractor elects to utilize existing fiber and such fiber reaches 90% of maximum capacity (as determined by State Entity) requiring expansion during the term of the Contract, Contractor shall use its best efforts to architect and implement a solution for expanding fiber capacity at the Facilities within 60 days of notification from the State Entity and at no cost to the State Entity. The expanded fiber



capacity shall become the property of State Entity at the expiration or termination of the Contract.

During the initial installation, the State Entity grants Contractor permission to use the existing fiber at the following Facilities/locations:

- Arrendale State Prison – 1 pair (2 strands) from the main demarcation location to Arrendale Transitional Center;
- Arrendale State Prison – 1 pair (2 strands) from the main demarcation location to Arrendale State Prison's firehouse;
- Valdosta State Prison – 1 pair (2 strands) from the main demarcation location to Valdosta State Prison Annex;
- Phillips State Prison – 1 pair (2 strands) from the main demarcation location to Phillips Transitional Center; and
- Tift College – Forsyth, GA – 1 pair (2 strands) from Lies Building to Roberts Chapel.

7. Attachment 2 – GDC Scope of Services, Section 4 – Inmate Telephone Equipment, Subsection 4.3 is deleted in its entirety and replaced with the following:

4.3. The telephone sets provided by Contractor shall be new mini inmate telephones, suitable for a correctional environment, stainless steel, sturdy, non-coin, and vandal and tamper resistant with recessed screws. The telephone cord shall be located at the top of the inmate telephone and the cord length for the inmate telephones shall be 24 inches. The State Entity may require a different length cord at its discretion, and on an as needed basis.

8. Attachment 2 – GDC Scope of Services, Section 12 – Voice Biometrics is deleted in its entirety and replaced with the following:

**12. CONTINUOUS VOICE BIOMETRICS**

- 12.1. Contractor shall provide its Investigator Pro™ application at no cost to the State Entity.
- 12.2. Investigator Pro™ uses continuous voice identification technology to determine the identity of an inmate on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates shall participate in a supervised voice print enrollment process.
- 12.3. Contractor's Investigator Pro™ application shall be an integrated part of the ITS, accessible through the ITS application and shall include analytical tools and reporting.
- 12.4. Contractor completed the implementation of its Investigator Pro™ application on May 30, 2017 prior to the execution of this Amendment. Contractor provided onsite assistance during the enrollment process and immediately following the enrollment process to ensure the voice biometric technology was properly implemented. Contractor shall remain available to assist State Entity as requested with ongoing enrollments.
- 12.5. The State Entity reserves the right to discontinue the voice biometric technology at any time during the term of the Contract without penalty.

9. Attachment 2 – GDC Scope of Services, Section 16 – Full-Time On-Site Administrators is deleted in its entirety and replaced with the following:

**16. FULL-TIME ON-SITE ADMINISTRATORS**

**16.1 On-Site Service Administrators**

16.1.1 At no cost to the State Entity and with the initial installation, Contractor shall provide the State Entity with a minimum of 3 full-time on-site service administrators at the Facilities identified below.

- Arrendale State Prison (1)
- Georgia Diagnostic and Classification State Prison (2)

Contractor acknowledges that the locations of the on-site service administrators may need to change throughout the term of the Contract. The State Entity will use its best efforts to provide sufficient notice to Contractor of a change and will work collaboratively with the Contractor regarding the effective date of the change.

16.1.2 Contractor is responsible for ensuring each on-site service administrator is on-site from 8:00 am - 4:30 pm (Eastern Standard Time), Monday through Friday, totaling 40 hours a week and has a fully configured workstation, email account and access to Microsoft Office (or equivalent).

16.1.3 The on-site service administrator shall perform, at a minimum, the duties and responsibilities listed below:

- Maintain all databases associated with the ITS;
- Enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS;
- Update all inmate PAN lists according to the schedule set forth by the State Entity and within 5 days of the submitted requests;
- Provide inmate requests to the Designated Agent for research and resolution.
- Receive and resolve all administrative requests, comments and questions;
- Upon the State Entity's request, provide the necessary documentation and assistance for investigations;
- Upon the State Entity's request, provide monthly activity and maintenance reports for all calls, including but not limited to, direct billed, pre-paid and/or debit calls;
- Provide a weekly report, which at a minimum shall include a list of all requests, service tickets and issues and the status of each; and
- Any additional ITS related activities specified by the State Entity.

16.1.4 In addition to the 3 full-time on-site service administrators required herein, Contractor shall also provide remote/off-site administrator assistance for the State Entity to complete the responsibilities identified herein (i.e. PINs, PAN entries/updates, etc.) for all Facilities, throughout the term of the Contract and any extension(s).

## **16.2 On-Site Investigative Administrator**

16.2.1 At no cost to the State Entity, Contractor shall provide the State Entity with 1 full-time on-site investigative administrator for the State Entity to be located at Tift College in Forsyth, GA. The on-site investigative administrator position was initially filled by Contractor on June 12, 2017.

16.2.2 Contractor is responsible for ensuring the on-site investigative administrator is on-site, at a minimum, from 8:00 am - 4:30 pm (Eastern Standard Time), Monday through Friday, totaling 40 hours a week and has a fully configured workstation, email account and access to Microsoft Office (or equivalent).

16.2.3 The on-site investigative administrator shall perform, at a minimum, the duties and responsibilities listed below, as assigned by the State Entity:

- Receive and respond to requests for CDRs and calls recordings (i.e. burn to CD/DVD) from the State Entity and outside agencies;

- Review CDRs and call recordings and provide the necessary documentation and assistance for investigations;
  - Maintain a complete record history of each case being investigated and prepare comprehensive documentation for the State Entity;
  - Testify in court when required as to how the ITS operates and maintains chain of custody of CDRs and call recordings;
  - Utilize the additional technologies provided by Contractor to State Entity (i.e. Investigator Pro, Location Based Services, etc.) to target investigations and identify trends; and
  - Increase awareness of the investigative features/functionalities of the ITS and additional technologies available to the State Entity's investigators.
10. Attachment 2 – GDC Scope of Services, Section 17 – Customer Service is amended to insert Subsection 17.13 as follows:
- 17.13 Contractor agrees to provide not less than 7 full-time in-state service technicians to the State Entity to maintain, service, and perform work under the Contract and throughout the term of the Contract. The State Entity reserves the right to request a modification in the number of technicians required at any time during the term of the Contract to meet the service level requirements identified in **Attachment 2 – GDC Scope of Services, Section 17 – Customer Service**.
11. Attachment 2 – GDC Scope of Services, Section 19 – Revenue Share, Subsection 19.1 is deleted in its entirety and replaced with the following:
- 19.1. Contractor shall pay the State Entity a Revenue Share on all Gross Revenue generated by and through the ITS as specified in **Attachment 5 – Rates and Revenue Share**. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to the Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, direct billed, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
12. Attachment 2 – GDC Scope of Services, Section 19 – Revenue Share, Subsection 19.7 is deleted in its entirety and replaced with the following:
- 19.7 Notwithstanding the foregoing, Gross Revenue does not include:
- **Pre-Paid Collect Fees.** Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor directly or through a third party/subcontractor performing the service to accept calls from inmates housed at the State Entity's Facilities. All pre-paid collect fees must be approved by the State Entity. Contractor shall adhere to the amounts approved by the State Entity in **Attachment 5 – Rates and Revenue Share**.
    - i. Contractor shall separate pre-paid collect accounts associated with inmates housed at State Entity Facilities from accounts associated with inmates at non-State Entity facilities (i.e. city or county jail facilities) to ensure the State Entity-approved pre-paid collect fee specified in **Attachment 5 – Rates and Revenue Share** is applied accurately.

- ii. Should an inmate be transferred from a non-State Entity Facility with services provided by Contractor to a State Entity Facility, Contractor agrees to convert applicable existing pre-paid collect accounts to accept calls from the State Entity's Facilities and ensure all State Entity-approved rates and fees apply.
  - Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
  - A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the State Entity shall not generate revenue or compensation for Contractor and shall not be commissionable to the State Entity. Only those numbers designated by the State Entity on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and in the Revenue Share to the State Entity. The State Entity reserves the right to enter a free number in the ITS as deemed appropriate by the State Entity and without the assistance of Contractor. Unauthorized free calls completed by Contractor shall be deemed part of Gross Revenue and included in the Revenue Share to the State Entity.
  - Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and Revenue Share is not payable by Contractor. Contractor shall provide no more than one (1) complimentary call with a one (1) minute duration to a unique telephone number every 30 days.
13. Attachment 2 – GDC Scope of Services, Section 20 – Rate Requirements, Subsection 20.1 is deleted in its entirety and replaced with the following:
- 20.1 Contractor agrees to provide the required calling rates specified in **Attachment 5 – Rates and Revenue Share** and must be in compliance with Georgia laws and applicable regulations.
14. Attachment 2 – GDC Scope of Services, Section 21 – Validation and Billing Requirements, Subsection 21.8 is deleted in its entirety and replaced with the following:
- 21.8 Contractor shall comply with the required minimum amount and the agreed to maximum amount as identified in **Attachment 5 – Rates and Revenue Share**, for a called party to open/fund a pre-paid collect account with Contractor.
15. Attachment 2 – GDC Scope of Services, Section 21 – Validation and Billing Requirements, Subsection 21.9 is deleted in its entirety and replaced with the following:
- 21.9 Contractor shall not charge any additional fees to pre-paid collect account holders other than the pre-paid collect transaction fees approved by the State Entity and identified in **Attachment 5 – Rates and Revenue Share**.
16. Section 24 – Additional Technology is added to Attachment 2 – GDC Scope of Services as follows:
- 24. ADDITIONAL TECHNOLOGY**
- The following additional technology is provided by Contractor to the State Entity at no additional cost:
- 24.1 **Location Based Services.** Contractor shall provide the State Entity its Location Based Services application. Contractor's application provides State Entity with a mobile device user's approximate geographical location ("Mobile Location Data" or

"MLD") where available by way of (i) information derived from calls placed by and through the ITS at a State Entity Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Contractor by a State Entity Facility. When a mobile device user's prior approval is required by law for MLD to be provided to a State Entity Facility, such approval shall be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. Location Based Services shall capture approximate latitude and longitude coordinates of a mobile device user at the time of call acceptance by the called party and call termination. Location Based Services shall display geographical information on a map and shall combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or terminated, and operate on demand in (near) real time.

24.1.1 State Entity will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to State Entity's access to and use of information obtained in connection with or through the Location Based Services application.

24.2 **THREADS™.** Contractor shall provide the State Entity its THREADS™ application, which 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 participating correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members.

24.3 **ICER™.** Contractor shall provide the State Entity its Inmate Inter-Communications Evaluation and Reporting (ICER™) application, which system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

24.4 **Managed Access System.** Contractor shall provide the State Entity its Managed Access System (MAS) technology to manage and control all unauthorized cellular and wireless devices and associated activity within the secure perimeter of one of the State Entity's Facilities – Autry State Prison.

24.4.1 Contractor shall be solely responsible for all costs associated with the implementation and on-going service of the MAS, which shall include, but not be limited to, the necessary labor, parts, materials, hardware, software, transportation, purchase of equipment, wiring, new electrical circuits, cabling, installation, service, maintenance, network infrastructure, and day-to-day operation to maintain proper functionality and compliance with the equipment manufacturer's specifications.

24.4.2 Contractor's MAS shall provide continuous control and management of all unauthorized cellular and wireless communication within the Facility, except any and all calls to the 911 Emergency Telephone System. Authorized cellular and wireless devices designated and approved by the State Entity shall, at a minimum, have outbound voice calling functionality. Contractor shall upgrade the MAS at no cost to State Entity should Contractor expand its capability to allow for full functionality of authorized cellular and wireless devices.

24.4.3 Prior to initiating installation work, Contractor shall submit a detailed Statement of Work (SOW) to the State Entity, which shall include an installation schedule for the Facility. The SOW, as approved by the State

Entity, including the installation schedule for the Facility, will become a part of the Contract and must be followed.

- 24.4.4 The MAS shall control unauthorized cellular communication attempted by inmates within the entire secured perimeter of the Facility without impacting cellular service for the public, such as administration buildings/areas, public parking lots and roadways, and all areas outside the Facility property line, so long as these areas are not within the secured perimeter. State Entity and Contractor shall mutually agree on the secured perimeter covered by the MAS to be defined in the SOW. Contractor shall use its best efforts to accomplish near fence-to-fence coverage at the Facility.
- 24.4.5 Contractor's MAS shall allow calls to the 911 Emergency Telephone System originating from within the Facility, regardless of whether the call is placed from an unauthorized or authorized cellular/wireless device and to maintain compliance with current FCC and MAS-provider regulations.
- 24.4.6 Contractor's MAS shall also provide the State Entity with a web-based user application for the purposes of monitoring, tracking, and reporting of unauthorized cellular and wireless communication activity for investigations, subject to the addition of acceptable-use language mutually agreed to by the State Entity and Contractor.
- 24.4.7 Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal, state, county or municipal government for the MAS and associated services provided throughout the term of this Contract at no cost to the State Entity.
  - 24.4.7.1 Contractor agrees that it is entirely responsible for acquiring and maintaining all required FCC documentation, spectrum lease agreements, software licenses, permits and any other authorized documentation/approvals necessary to legally install and operate the MAS at the Facility. Upon the State Entity's request, Contractor shall provide the State Entity copies of its agreements, licenses, permits, etc. described herein.

The following additional technology is provided by Contractor to the State Entity at the cost specified in **Attachment 6 – Additional Technology Costs**, which shall be deducted from the monthly Revenue Share amount due to the State Entity upon implementation. The State Entity and Contractor anticipate Guarded Exchange Call Monitoring will be implemented in January 2018, resulting in the initial deduction from the February 2018 Revenue Share payment due to the State Entity. The initial deduction for the Forensics Lab shall begin on the first day of the month following Contractor's hiring of the employees identified in, and pursuant to, the terms of Section 24.6.2 of this Amendment and shall be applied to the following month's Revenue Share payment due to the State Entity.

- 24.5 **Guarded Exchange Call Monitoring.** Contractor shall provide the State Entity its Guarded Exchange (GEX) call monitoring services. Contractor will provide a sufficient number of personnel to listen to and review, at a minimum, 2.5% of all recorded calls placed from the State Entity's Facilities. After twelve (12) months of the GEX call monitoring deployment, the State Entity and Contractor agree to evaluate the results of the GEX call monitoring services and negotiate any adjustment in the percentage of all recorded calls to monitor and the per minute cost for the remaining Contract Term.
  - 24.5.1 Contractor shall use its data mining strategies to ensure the monitored calls are targeted and not randomly selected. In addition, Contractor shall identify and report Inmate-to-Inmate communications to the State Entity.

- 24.5.2 Contractor will provide to the State Entity a weekly report containing the following:
    - 24.5.2.1 Total number of calls and minutes monitored by Facility.
    - 24.5.2.2 Number of calls and minutes monitored within each Security Threat Group (STG) as established by the State Entity; and
    - 24.5.2.3 Number of calls which produced a Suspicious Activity Report (SAR) by category (i.e. cell phones, drugs, violence, etc.) as deemed by the State Entity.
  - 24.5.3 Contractor shall be responsible for uploading all SARs and related information (contacts, telephone numbers, notes) into THREADS for future intelligence queries, tracking, accountability and performance monitoring.
  - 24.5.4 Contractor shall meet with State Entity on a weekly basis, or as designated by the State Entity, to review progress and make necessary adjustments to enhance the productivity of the GEX services.
- 24.6 **Forensics Lab.** In conjunction with the foregoing additional technologies, Contractor shall provide equipment, support, and training for a Forensics Lab as further specified herein to assist the State Entity in conducting and analyzing data extractions from contraband cell phones/devices, MAS systems, etc. The State Entity shall provide the physical location of the Forensics Lab within the state of Georgia.
- 24.6.1 Equipment: Contractor shall provide, repair and maintain all necessary equipment, software, and furnishing needs for the Forensics Lab which meets the approval of the State Entity.
    - 24.6.1.1 Contractor shall provide the required yearly Cellebrite certification and licensing fees associated with the Cellebrite machines utilized in the Forensics Lab, including the 15 Cellebrite machines currently used by the State Entity.
    - 24.6.1.2 Contractor shall provide computer forensics/analytics (i.e. Evidence Room Information Network (ERIN) technology) or intelligence programs to meet the State Entity's needs in conjunction with cell phone extractions to include, but not limited to: Cellebrite's Advanced ADB, XRY, Oxygen, Chip Off technology, J-TAG, Voyager and Genesis, Susteen Burner Breaker device and Software, and Magnet Internet Evidence Finder (IEF).
    - 24.6.1.3 Contractor shall provide the State Entity a secured server including continued expanding memory to store electronic copies of the data extracted from the contraband devices.
    - 24.6.1.4 Contractor shall provide the operating database, ERIN, for contraband cellular device evidence management and tracking.
    - 24.6.1.5 Contractor agrees to coordinate with the State Entity to develop a mutually agreeable process to screen, inventory, analyze and wipe the contraband cell phones/devices processed through the Forensics Lab. Contractor and the State Entity agree the predefined process shall address the State Entity's intent to have the cell phones/devices wiped and restored to factory setting (removing user data, if any) and turned over to the State Entity. Contractor and the State Entity agree to document the final agreed-upon process prior to the implementation of said process.
    - 24.6.1.6 Contractor shall provide the State Entity a completed Paul Coverdell Forensic Science Improvement Grant application request which meets the State Entity's approval and shall be ready for submittal no later than March 1, 2018 for future Forensic Lab



needs to include additional staff and equipment. Should the State Entity wish to submit additional applications in subsequent years, Contractor shall provide the same assistance for future submittals.

24.6.2 Support and Positions: Contractor shall provide and maintain the following positions in support of the Forensics Lab. Contractor shall coordinate with the State Entity throughout the hiring process for each position associated with the Forensics Lab. The State Entity retains the right to review and approve (or deny) applicants at its discretion, prior to Contractor filling each position. Contractor agrees these positions will follow the same liquidated damages guidelines as the on-site administrator positions, identified in Attachment 1 – Contract Terms and Conditions for Products, Software, and Services Purchases, Section K – Contract Administration, Subsection 29 – Liquidated Damages, should any position be vacated at any time during this Contract.

24.6.2.1 Two (2) Intake Specialists – Intake Specialists will be responsible for processing incoming devices utilizing best practices for evidence handling (photographed and logged into applicable database as specified by the State Entity) and following the agreed-upon screening/inventory process with an expected processing rate of 20 devices per day per Intake Specialist. Intake Specialists will also be responsible for repackaging phones that are of evidentiary value, after first being forensically evaluated.

24.6.2.2 Three (3) Digital Forensics Lab Technicians – Digital Forensics Lab Technicians will be responsible for processing the extraction of all of the data on the contraband cell phones/devices with an expected extraction rate of 50 devices per week per Digital Forensics Lab Technician. Digital Forensics Lab Technicians will also be required to provide the State Entity a viewable extraction summary report of the extracted data of each device.

24.6.2.3 Six (6) Intelligence Analysts – Intelligence Analysts will be responsible for reviewing the extraction summary report for actionable intelligence to include, but not be limited to: MMS, SMS, photographs, email, account user information, items that were deleted but recovered, contacts, call records, voicemail messages, and videos. Intelligence Analysts will then cross correlate all the extracted information to create and provide an intelligence summary report to the State Entity. The expected production rate will be 40-50 intelligence summaries per week per Intelligence Analyst. Contractor shall be responsible for uploading all data into THREADS for future use.

24.6.2.4 One (1) MAS Intelligence Analyst – The MAS Intelligence Analyst will actively monitor the current (and future) MAS locations and build an intelligence model of inmates' activities utilizing cross correlation techniques based on Contractor's intelligence platforms. The MAS Intelligence Analyst shall assist in the proactive disruption of contraband introductions and STG events and develop leads on compromised staff and other actionable intelligence items.

24.6.2.5 One (1) Intelligence Operations Program Manager - The Intelligence Operations Program Manager will directly supervise all Contractor-provided personnel and have operational control of the Forensics Lab to include the hiring process and any necessary corrective actions with the approval of the State Entity. Additional

responsibilities of the Intelligence Operations Program Manager include, but are not limited to, the following:

- Provide weekly and monthly reports to the State Entity for tracking, validation, best practices and trends in Intelligence.
- Process ITS monitoring requests received from the State Entity and ensure the SARs are accurate and provided in a timely fashion to the State Entity.
- Assist and oversee in future drone interdiction assessments or programs.
- Provide advanced training to State Entity staff on Contractor's ITS and provided additional technologies.
- Assist with further development of MAS Intelligence to benefit the State Entity.
- Implement any needed changes or additions to the Forensics Lab as directed by the State Entity.

24.6.3 Training: Contractor will ensure a minimum of forty (40) hours per year of continued training is provided for the Forensics Lab Intake Specialists and Digital Forensics Lab Technicians. Contractor will ensure a minimum of sixty (60) hours specialized intelligence training is provided for the Forensics Lab Intelligence Analysts in courses beneficial to the position and the State Entity.

24.7 In addition, the State Entity reserves the right to purchase certain additional technology, specified by Contractor in **Attachment K – Additional Scored Response Document**, at any time during the term of this Contract including Voice-to-Text Technology, Cell Phone Detection, etc. The specific proposed costs of such additional technologies are identified in **Attachment 6 – Additional Technology Costs** and shall be considered valid for a minimum period of 1 year following the execution of this Amendment. At such time, both parties agree to amend the Contract to document the provision and agreed-upon payment method of the selected additional technologies.

17. Except as herein modified or amended, the provisions, conditions and terms of the Contract shall remain unchanged and in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Contract, together with this Amendment, may not be amended except by the mutual written agreement of the parties.

18. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Amendment until each party has executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Amendment on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

BY: 

NAME: Jennifer Ammons

TITLE: General Counsel

SECURUS TECHNOLOGIES, INC.:

BY: 

NAME: Robert Pickens

TITLE: President



**ATTACHMENT 5  
RATES AND REVENUE SHARE**

On a monthly basis, Contractor shall pay the State Entity a monthly payment which shall be the greater of the Revenue Share (defined as the product of the Revenue Share Percentage and the Gross Revenue) or MMG as defined below. Contractor shall follow the payment requirements in **Attachment 2 – Scope of Services, Section 22 – Payment and Reporting** of the Contract. If the amount of the Revenue Share calculated on the Gross Revenue (as defined) is less than the MMG, the State Entity shall not be responsible for refunding any portion of the MMG to Contractor.

**Revenue Share Percentage:** The amount of Revenue Share due the State Entity will be determined by multiplying the amount of Gross Revenue (as defined Attachment 2 – Scope of Services, Section 19 – Revenue Share, as amended) by 59.6%.

**MMG:** Contractor shall pay the State Entity a Minimum Monthly Guarantee (MMG) payment in the amount of \$325,000.00 for each month under the Contract for the ITS.

**Financial Incentive:** Contractor provided the State Entity a one-time Financial Incentive in the amount of \$4,000,000.00 on January 4, 2017 (“Financial Incentive”).

**Calling Rates:**

- A. Effective January 1, 2017 through October 31, 2017, the per minute rates shall be as reflected in the chart below.
- B. Effective November 1, 2017 forward, the Long Distance In-State per minute rate for all calls within Mileage 17-9999 shall be \$0.16.

CALL TYPE	PRE-PAID COLLECT, DIRECT BILLED, DEBIT
	Per Minute Rate
Local	\$0.13
Long Distance In-State	
Mileage 0-16	\$0.13
Mileage 17-9999	\$0.17
Intralata/Interstate	\$0.21
Interlata/Interstate	\$0.21
Domestic International (US Territories Only)	\$0.21
Domestic International (Excluding US Territories)	\$0.50
International – Mexico	\$0.50
International – All Other Countries	\$0.75

**Fees, Regulatory Charges, and Taxes:**

Fee/Charge Name	Description	Amount
Pre-Paid Collect Fees	Fees charged to end-users for funding a pre-paid collect account via IVR, website or other automated method.	\$3.00 per deposit
	Fees charged to end-users for funding a pre-paid collect account via live agent.	\$4.75 per deposit
	Fees charged to end-users for funding a pre-paid collect account via cash, money order or check.	\$0.00 per deposit

Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via third-parties:  Money Gram: Western Union: JPay Online Funding:	100% Pass Through; No Mark-up Allowed  \$10.99 per deposit \$3.95 per deposit \$3.50 per deposit
Debit Refund Fee	Fee charged to inmates for obtaining a refund for unused debit funds via Western Union.	\$1.50
Universal Service Fund	Universal Service Fund is applied to only interstate calls and is changed quarterly by the FCC.	16.7%* *adjusted quarterly
Applicable Taxes	All required taxes are allowed.	Vary 100% Pass Through; No Mark-up Allowed
Pre-Paid Collect Account Funding Minimum	Minimum amount a called party can deposit when opening/funding a pre-paid collect account.	\$0.00
Pre-Paid Collect Account Funding Maximum	Maximum amount a called party can deposit when opening/funding a pre-paid collect account.	\$200.00
All Other Fees	Fees or charges applied by Contractor or a third party for calls processed through the inmate telephone system from the State Entity's Facilities.	\$0.00

**Voicemail Messaging:** The rate for voicemail messages shall be \$1.00 per completed voicemail message, and Contractor shall pay \$0.75 to the State Entity for each voicemail message completed by the end user to the inmate. Contractor shall provide the \$0.75 payment to the State Entity on each completed voicemail message before any deductions are made for unbillable transactions, bad debt, rejected voicemail messages, uncollectible transactions, fraudulent transactions, merchant adjustments, malfunctions, or any other Contractor expenses. Additionally, the State Entity shall not be liable for any of Contractor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. The State Entity can cancel voicemail messaging at any time during the Contract without penalty.

**Cost Reimbursement Payment:** Should a material change in the rules or policies of the FCC or other regulatory body applicable to ITS occur following the execution of this Contract, which change affects: (1) the ITS rates permitted to be charged by the Contractor to inmates under this Contract; (2) the right of the State Entity to recover its ICS costs; or (3) the ability of the State Entity to require Contractor to pay to the State Entity Revenue Share, fees (including but not limited to the a cost reimbursement payment) or other ITS cost recovery mechanisms, then, at the State Entity's request, Contractor and the State Entity will negotiate in good faith an Amendment to the Contract, reasonably acceptable to the State Entity, that enables the State Entity to fully recover its ITS costs in a manner compliant with the change in the FCC's or other regulatory body's ITS rules or policies.

**ATTACHMENT 6  
ADDITIONAL TECHNOLOGY COSTS**

<b>ADDITIONAL TECHNOLOGY</b>	<b>ASSOCIATED COST</b>
Guarded Exchange Call Monitoring (Up to 2.5% of Calls/Month)	\$0.014/Minute deducted from monthly Revenue Share payments
Voice-to-Text Transcription (Up to 500 Calls/Month)	\$4,000.00/Month for English and/or Spanish, plus \$2.50 per recorded minute for all other languages; deducted from monthly Revenue Share payments
Forensics Lab	\$68,000.00/Month deducted from monthly Revenue Share payments