

Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between Lexington-Fayette Urban County Government ("County") and Securus Technologies, Inc. ("Contractor"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and will be effective as of the later of the last date signed by either party (the "Effective Date").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Contract. County's RFP # 25-2017, Inmate Telephone Services for Community Corrections ("RFP") and Contractor's response to the same ("Response") are incorporated herein and made a part hereof. Contractor shall provide the services that are described in the Response.
2. Term. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end on the date that is 36 months thereafter. County has the option, at its sole discretion, to renew the Agreement for up to three additional years.
3. Applications and Compensation. County hereby selects and Contractor agrees to implement Contractor's financial offer "Option A" as stated on pages 429-30 of the Response. County and Contractor agree that Contractor will deploy its SecureView Tablet Solution, but County declines (and Contractor will not deploy) Guarded Exchange Monitoring Services and LBS Geo Fencing. The services and associated costs and commission terms are specified in the following chart:

Service	Commission % paid to County
Inmate Telephone Calls	72.0%
Video Visitation	72.0%
Email Product	72.0%
AIS Voicemail	72.0%
Tablets	0.0%
	Tablet usage available to inmates at no charge
Product/Service:	Cost to County
On Site Administrator	Included at No Cost
Inmate Calling Platform	Included at No Cost
Video Visitation	Included at No Cost
Inmate Communication Evaluating Report	Included at No Cost
InvestigatorPro Voice Identification	Included at No Cost
Threads	Included at No Cost
LBS – On Demand	Included at No Cost
Automated Information System	Included at No Cost
AIS Voicemail	Included at No Cost
Email	Included at No Cost
Debit Calling Interface with TSG	Included at No Cost
Commissary Order Interface with TSG	Included at No Cost
Non Subscription Tablet Program	Included at No Cost – with tablet refresh each year of the contract.

Video Relay Services	Included at No Cost
ConnectUs Applications – Phone Call, Law Library, JobView, Commissary Ordering, MP4 Video, Sick Call, Inmate Forms, Grievance	Included at No Cost

4. Rates and Costs for Applications. Contractor will charge the rates and costs specified in the following table:

Call Category	Rate for Per minute
All Instate Calling	\$.14
All InterState Calling	\$.14
International	\$.50
Product	Cost
Remote/At-Home Video Session	\$7.00
Voicemail	\$1.99
Email	\$2.00

5. Use of MWDBE and Veteran-Owned Subcontractors. Contractor will (a) use a qualified MWDBE subcontractor to perform at least 20% of the work under the Agreement as stated in the Response; and (b) use a qualified Veteran-Owned Business as a subcontractor to perform at least 3% of the work under the Agreement as stated in the Response.

6. Entire Agreement and Priority of Documents. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Contractor and County agree that that the RFP and Response are incorporated by reference into this Agreement. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the Agreement, the order of priority in descending order is (a) this document; (b) the Response; and (c) the RFP.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the Effective Date.

<p><u>COUNTY:</u> Lexington-Fayette Urban County Government</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><u>CONTRACTOR:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert E. Pickens Title: President Date: _____</p>
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

