

**ARKANSAS DEPARTMENT OF CORRECTION  
AND ARKANSAS COMMUNITY CORRECTON**

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of March 17, 2016 ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement, dated April 17, 2015, by and between the Arkansas Department of Correction and the Arkansas Community Correction (collectively "DOC") and Securus Technologies, Inc. ("Securus") (the "Agreement").

**WHEREAS**, the parties desire and agree to amend the Agreement to make necessary changes in order to comply with the New FCC Order, as more fully set forth herein;

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

1. **TERM.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect unless or until the New FCC Order is additionally stayed or modified upon appeal or until December 31, 2016, whichever occurs first.
2. **NEW FCC ORDER REQUIREMENTS.** The following is hereby added to the Agreement:

**NEW FCC ORDER REQUIREMENTS**

As a result of the new Rates for Inmate Calling Services; Final Rule [47 CFR Part 64 - WC Docket No. 12-375; FCC 15-136] (the "New FCC Order") that was approved in a 3-2 vote by the Federal Communications Commission ("FCC") on October 22, 2015, published in the Federal Register on December 18, 2015, and partially stayed by the Washington D.C. Circuit Court on March 7, 2016, effective March 17, 2016, the terms of the Agreement shall automatically be modified to reflect the following changes, unless the New FCC Order is additionally stayed or modified upon appeal (Contractor is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit). The applicable portions of the New FCC Order that were not stayed and go into effect on March 17, 2016, are as follows:

**§ 64.6080 Per-Call, or Per-Connection Charges.**

No Provider shall impose a Per-Call or Per-Connection Charge on a Consumer.

**§ 64.6090 Flat-Rate Calling.**

No Provider shall offer Flat-Rate Calling for Inmate Calling Services

**§ 64.6020 Ancillary Service Charge.**

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

- (1) For Automated Payment Fees—\$3.00 per use;
- (3) For Live Agent Fee—\$5.95 per use

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**BY:** .....

3. **CALLING RATES:** Calling rates for all interstate and intrastate calls (including all local and long distance calls) are hereby amended and revised as follows (first column is first minute and second column is per minute):

Destination Class	Customer Type	1st Minute	Per Minute
Local	Collect (Direct Bill)	3.12	0.12
IntraLATA Intrastate	Collect (Direct Bill)	3.12	0.12
InterLATA Intrastate	Collect (Direct Bill)	3.12	0.12
InterLATA Interstate	Collect (Direct Bill)	0.25	0.25
IntraLATA Interstate	Collect (Direct Bill)	0.25	0.25
Local	AdvanceConnect	3.12	0.12
IntraLATA Intrastate	AdvanceConnect	3.12	0.12
InterLATA Intrastate	AdvanceConnect	3.12	0.12
InterLATA Interstate	AdvanceConnect	0.21	0.21
IntraLATA Interstate	AdvanceConnect	0.21	0.21
Local	Debit	3.12	0.12
IntraLATA Intrastate	Debit	3.12	0.12
InterLATA Intrastate	Debit	3.12	0.12
InterLATA Interstate	Debit	0.21	0.21
IntraLATA Interstate	Debit	0.21	0.21

Due to the reduction in the amount allowed under the New FCC Order that a provider can charge for each funding event, both parties agree that commission payments under the Agreement will be reduced each month by the difference between what would have been charged under the Agreement at the original contracted fee rate of \$4.95 per transaction, and the revised rates mandated by the FCC order as are noted below in Paragraph 4. Securus agrees to calculate this difference, on a monthly basis, based upon actual funding events that occur and provide a monthly report to the DOC to document the deductions; provided, however, in no event shall the deduction exceed \$17,478 in any given month. If the FCC Order is stayed or modified relative to funding fees, the DOC and Securus will negotiate in good faith an equitable adjustment to rates and/or commissions.

4. **FUNDING FEES.** All funding fees are hereby amended and modified as follows:

- Funding via website, IVR, or other automated methodology: \$3.00 per use
- Funding via live operator/agent: \$5.95 per use

5. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<p><b>Arkansas Department of Correction</b></p> <p>By: <u>Wendy Kelley</u> Name: <u>Wendy Kelley</u> Title: <u>Director</u> Date: <u>4/22/16</u></p> <p><b>Arkansas Community Correction</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b>Securus Technologies, Inc.</b></p> <p>By: <u>Robert Pickens</u> Name: <u>Robert Pickens</u> Title: <u>President</u> Date: <u>4/18/16</u></p>
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**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Cindy Carey, Senior Paralegal to the General Counsel  
Phone: (972) 277-0300