

**THIRD AMENDMENT TO CONTRACT 08-45-256
BETWEEN COOK COUNTY, ILLINOIS AND SECURUS TECHNOLOGIES, INC.**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements the contract number 08-45-256 ("Contract") between Cook County, Illinois ("County") and Securus Technologies, Inc. ("Contractor") accepted by the parties on May 29, 2008, as subsequently amended on June 8, 2011 and on April 12, 2012.

WHEREAS, the County desires to lower the cost of telephone calls that detainees in County facilities place to their friends, private defense counsel, and families;

WHEREAS, the parties desire and agree to enter into this Third Amendment to extend the Term of the Contract by fifteen (15) months, lower the calling rates and implement the applications and modifications as described herein;

NOW, THEREFORE, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, which the parties agree are adequate and sufficient, the parties agree as follows:

1. **TERM:** Under paragraph III of Part I of the Contract, the term shall commence on the date the System is installed and operating. The first call placed on the System occurred September 15, 2008, and the parties previously extended the Contract for each of the two (2) one-year renewal periods, the third of which commenced on September 15, 2012. The parties agree to extend the current Term by fifteen (15) months from September 15, 2013, resulting in a modified end date of December 15, 2014. Thereafter, County at its sole option shall have the right to extend the term of the Contract under the then current terms and conditions.

2. **LOWERED CALL RATES:** The parties agree that the Contractor shall reduce calling rates as set forth in the chart below, which shall apply to the CCDOC facilities under the Contract except that: (a) detainees' calls placed from the Cook County Juvenile Temporary Detention Center ("JTDC") shall remain free to the County and JTDC detainees and (b) calls placed from all CCDOC detainees to the Office of the Cook County Public Defender shall also remain free to the County and to all CCDOC detainees.

The following rate sheet shall apply to the following call types: AdvanceConnect calls, Direct Bill calls, local exchange carrier ("LEC") collect calls, and detainees' Prepaid Debit Card calls. The rates do not include applicable taxes and other government fees. International calling is not applicable in the JTDC.

LOCAL			SURCHARGE \$1.00			
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000

INTRALATA INTRASTATE			SURCHARGE \$1.00			
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000

INTERLATA INTRASTATE			SURCHARGE \$1.00			
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000

INTERLATA INTERSTATE			SURCHARGE \$1.00			
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000

3. CLEARLY DETAILED FEES: The parties agree that the following list contains all fees charged by the Contractor which may be added to a called party's bill or paid by the calling or called party (including those associated with establishing/funding/closing pre-paid collect accounts) for detainee telephone calls from the CCDOC:

- (i) Monthly Billing Statement fees: Billing statement fees are defined as fees tariffed by Contractor and charged to called parties for processing collect calls on a LEC telephone bill. A one-time per month billing statement fee of \$2.49 applies to Traditional Collect Accounts if one or more collect calls are accepted. No fee is assessed if no collect calls are accepted, and no billing statement fee is assessed on AdvanceConnect or Direct Bill Accounts. Contractor may charge the aforementioned \$2.49 fee for LEC collect calls only.
- (ii) AdvanceConnect funding fees: Prepaid collect/debit fees are defined as fees imposed on called parties who set and/or fund a prepaid collect/debit account with Contractor to accept calls. The funding fee is \$6.95, and there is no account set-up fee and no refund fee. The Contractor agrees that no time limit will be applied to refunds on such accounts and will clearly communicate the aforementioned terms to AdvanceConnect users. Contractor may charge the aforementioned \$6.95 fee for AdvanceConnect calls only.
- (iii) Monthly Wireless Administration Fee of \$1.99. Contractor may charge such monthly fee when a CCDOC call recipient requests that a detainee be permitted to call a wireless telephone number. Contractor may charge the aforementioned \$1.99 fee for AdvanceConnect and Direct Bill calls only.
- (iv) Where required by federal, state or local law, the Contractor may also charge the following taxes and regulatory fees (collectively, "Regulatory Fees"). Contractor may charge the below-described Regulatory Fees on all calls, except free calls, when required by law:
 - a. Interstate Regulatory Recovery fees: Interstate Regulatory Recovery fees are defined as fees tariffed by Contractor and charged to called parties in an effort for Contractor to recover other fees and surcharges imposed by the FCC, such as telecom relay, along with related administrative costs.
 - b. Required regulatory charges and taxes are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

4. APPLICATIONS: The parties agree to implement the following Applications and/or to make certain modifications/adjustments to certain of the existing Applications:

- (i) Prepaid Calling Cards. County and Contractor agree to continue the detainee Prepaid Calling Cards trial, to which County and Contractor agreed in the April 12, 2012 amendment to the Contract ("Second Amendment"). County and Contractor agree that the Prepaid Calling Cards will extend through December 15, 2014 on the same terms as set forth in the Contract and the Second Amendment; provided that County may in its discretion elect to terminate the detainee Prepaid Calling Cards. Notwithstanding anything to the contrary in the Second Amendment, the Contractor is responsible to pay any applicable taxes, surcharges and fees described in the Second Amendment.
- (ii) Text2Connect™. Upon County's determination that doing so will eliminate or minimize operational disruptions, Contractor agrees to disable Text2Connect™ ("\$9.99 Calls") and that it shall not re-enable the \$9.99 Calls at any time.
- (iii) Pay Now™. Contractor agrees that it disabled Pay Now™ calls ("\$14.99 Calls") in April 2012 and that it shall not re-enable the \$14.99 Calls at any time.
- (iv) Voice Biometrics™. The non-commissionable per call service charges of \$0.25 and \$0.40 shall no longer apply to Voice Biometrics™, and Contractor will continue to provide the Application at no charge.
- (v) Threads™. The parties agree that the County has the option to implement the Threads™ Application at no charge to the County and at no charge to detainees upon use terms to be agreed upon by the parties prior to implementation.

5. SYSTEM REQUIREMENTS: Section I of Part III of the Contract entitled "System Requirements" is hereby modified as follows:

- (i) The duration of all detainee telephone calls is extended to thirty (30) minutes.
- (ii) The maximum call duration on free booking phones is extended to fifteen (15) minutes.
- (iii) Contractor will enable "first call free per PIN" feature for all CCDOC facilities limited to one call per detainee and a call duration of five (5) minutes.

6. PAYMENTS TO COUNTY: Section VII of Part III of the Contract entitled "Contractor Payments To County" is hereby modified as follows:

- (i) For the calendar year of 2013, Contractor will pay County an EAP in the sum of Three Million Three Hundred Thousand and No/100 Dollars (\$3,300,000.00) payable in four equal quarterly payments as provided in the Contract. An Adjustment Payment shall be made in accordance with the terms of the Contract; *provided, however*, the parties agree that there will be no adjustment if the Calculated Amount is less than the EAP paid hereunder.

- (ii) For the calendar year of 2014, the EAP will be the lesser of (a) seventy percent (70%) of the gross revenues or (b) \$3,300,000.00 payable in four equal quarterly payments as provided in the Contract. An Adjustment Payment shall be made in accordance with the terms of the Contract; *provided, however*, the parties agree that there will be no adjustment if the Calculated Amount is less than the EAP paid hereunder. The percentage estimate shall be calculated based on August 2013 year-to-date annualized gross revenues adjusted for seasonality of previous periods. Contractor agrees that the County has the right, in its discretion, to renegotiate lower call rates for detainees through a smaller EAP for calendar year of 2014.
- (iii) At all times Prepaid Calling Cards are in use under the Contract and its amendments: (a) the EAP shall be calculated using the percentage calculation of gross revenues as defined in the Contract and the discount percentage received from Prepaid Calling Cards; and (b) the Calculated Amount shall be calculated using the percentage calculation of actual revenues as defined in the Contract and the discount percentage received from Prepaid Calling Cards.
- (iv) County acknowledges that Contractor may be assuming a financial risk by lowering calling rates as set forth herein together with the removal of the \$14.99 Calls and \$9.99 Calls. Accordingly, County agrees that in the event Contractor's financial performance falls below minimum profitability standards for Contractor that County will agree to discuss the terms of this Third Amendment following receipt of a written request from Contractor.

7. **COOPERATION WITH AUDIT:** Parties agree that this amendment and prior amendments to the Contract do not and have not waived or limited the County's audit rights and remedies under the Contract. Moreover, the Contractor agrees to cooperate with the County's planned audit of the Contract.

All terms and conditions of the Contract not modified by this Third Amendment remain in full force and effect.


All capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

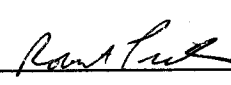
IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date by their duly authorized representatives.

Execution of this Third Amendment shall be evidenced by the signature of the parties' representatives as set forth below. Contractor represents that it remains a corporation in good standing authorized to conduct business within the State of Illinois and agrees that the signature of its representative below constitutes a Certification as to each of the matters set forth in the County's Execution Forms, which are attached to the Contract.

COOK COUNTY, ILLINOIS

SECURUS TECHNOLOGIES, INC.

By: 
 Name: Maria de Lourdes Coss
 Title: Cook County Chief Procurement Officer
 Date: 12/18/12

By: 
 Name: Robert Pickens
 Title: Chief Operating Officer
 Date: 12-12-12

Approved as to form:

 Assistant State's Attorney
 Date: _____

Please return signed contract to:
 14651 Dallas Parkway
 Sixth Floor
 Dallas, Texas 75254
 Attention: Contracts Administrator
 Phone: (972) 277-0300