

TONI PRECKWINKLE
PRESIDENT



118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

MARIA de LOURDES COSS, CPPO
PURCHASING AGENT

June 9, 2011

Mr. Richard Falcone
Securus Technologies
14651 Dallas Parkway
Dallas, Tx 75254
Attn: Richard Falcone

Ref: Contract No: 08-45-256

Dear Mr. Falcone:

Enclosed please find your copy of the above referenced amendment to Contract 08-45-256.

This amendment has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO *BR*
Purchasing Agent of Cook County

MDLC/js

Enclosure

Cc: Mary Jo Horace

**FIRST AMENDMENT TO
THE COINLESS INMATE & PUBLIC PAY
TELEPHONE EQUIPMENT AND SERVICES CONTRACT
BETWEEN COOK COUNTY, ILLINOIS AND SECURUS TECHNOLOGIES, INC.**

This **FIRST AMENDMENT** ("FIRST Amendment") is effective as of the last date signed by either party ("FIRST Amendment Effective Date") and amends and supplements the contract number 08-45-256 Coinless Inmate & Public Pay Telephone Equipment and Services Contract ("Contract") between Cook County, Illinois ("Customer") and Securus Technologies, Inc. ("we," "us," or "Provider") accepted by the parties on May 29, 2008.

WHEREAS, the parties desire and agree to enter both renewal periods under the Contract, add the Juvenile Detention Center to the CCDOC facilities, and implement the applications and rates described herein;

NOW, THEREFORE, as of the FIRST Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, 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. The parties therefore agree the Contract shall be extended for both renewal terms, and shall enter its first of two (2) one-year renewal periods on September 15, 2011 and shall enter its second of two (2) one-year renewal periods on September 15, 2012.
2. **FACILITIES:** The following facility shall be added as a CCDOC facility under the Contract:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service
Cook County Juvenile Detention Center 1100 South Hamilton Street Chicago, IL 60612	SCP

3. **APPLICATIONS:** The parties agree to implement the following Applications:

INMATE DEBIT ACCOUNTS

DESCRIPTION:

Upon the successful implementation of Voice Biometrics™, the Provider will install Inmate Debit Accounts. An Inmate Debit Account is an inmate-owned phone account that allows inmates to use funds from their commissary/trust accounts to make phone calls. At the beginning of every call each inmate is asked to key in his/her Personal Identification Number ("PIN") to complete a call and pay for it using their Inmate Debit Account. Customer agrees to have the debit module of the SCP Call Management System enabled for the facility(ies) to offer Inmate Debit Accounts to inmates. Inmates may request to transfer funds from their trust accounts to their Inmate Debit Account to use to pay for calls. Customer agrees to have the debit module of the SCP Call Management System enabled for the facility(ies) to offer Inmate Debit Accounts to inmates. Inmates may request to transfer funds from their trust accounts to their Inmate Debit Account to use to pay for calls and/or allow Friends and Family to fund these accounts directly. Customer agrees to use S-Gate to process inmate's funds transfer requests or utilize integration with the trust account system to process inmate's funds transfer requests.

Customer understands and agrees to allow Friends and Family members to fund these accounts through multiple points-of-sale, the inmate's account number will be available for Friends and Family on Provider's website.

The unavailability of an Inmate Debit Account shall not preclude an inmate from using the System to place calls by using the Collect Call option.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by the Customer, a per call service charge of \$0.25 applies to intrastate calls and a per call service charge of \$0.40 applies to all interstate and international calls. The per call service charges are non-commissionable pass-through fees, and are in addition to the rates shown below and all applicable message charges, operator assistance service charges, and other miscellaneous service charges. These per call service charges shall be applied not earlier than the date upon which Voice Biometrics has been fully implemented and accepted by the Customer pursuant to mutually agreed acceptance criteria.

4. **EQUIPMENT:** Provider will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and will provide storage for the call recordings and inmate/juvenile detainee e-mail messages for 180 days after the expiration or earlier termination of the Contract. As consideration for Customer's execution of this First Amendment, and in particular, Customer's agreement to extend the Contract for both of the one year renewal periods provided for in Section III, Term, of Part I of the Contract, Provider agrees to absorb all telecommunication costs of any kind associated with juvenile detainees in the Cook County Juvenile Detention Center making continental U.S. calls from the SCP platform.
5. **RATES:** The Customer has selected the following calling rate option for all collect and debit calling call types¹. The calling rates set forth in the charts below shall apply to the CCDOC facilities under the Contract save and except the Cook County Juvenile Detention Center.

Surcharge	Per Minute Fee	15 minute call	Traditional Collect	Advance Connect	Direct Bill
\$3.00	\$0.201	\$6.02	\$6.02	\$6.02	\$6.02

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates², if applicable, will vary by country.

Rate Sheet for Collect and Debit Calling

LOCAL					SURCHARGE \$3.00	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010

INTRALATA INTRASTATE					SURCHARGE \$3.00	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010

INTERLATA INTRASTATE					SURCHARGE \$3.00	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010

INTERLATA INTERSTATE					SURCHARGE \$3.00	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L	INITIAL	EACH ADD'L
	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
0-99999	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010	\$0.2010

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

¹ The rates do not include applicable taxes and other governmental fees

² International calling is not applicable in the Juvenile Detention Center.

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 First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

Execution of this First 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: *Toni Preckwinkle*
Name: Toni Preckwinkle
Title: President, Cook County Board
of Commissioners
Date: June 8, 2011

By: *Robert Pickens*
Name: Robert Pickens
Title: Chief Operating Officer
Date: 1-25-2011

By: *Maria De Lourdes Coss*
Name: Maria De Lourdes Coss
Title: Cook County Purchasing Agent
Date: June 8, 2011

By: *Constantine M. Krainovich*
Cook County Comptroller
Approved as to form:

A. B. St.
Assistant State's Attorney
Date: 4-11-11

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410