

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

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective April 9, 2014 ("Fourth 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, April 12, 2012, and December 18, 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 County desires to obtain only that revenue necessary for the operation of its jail telephone system;

WHEREAS, the parties desire and agree to enter into this Fourth Amendment to extend the Term of the Contract by twelve (12) months, lower the calling rates and implement the modifications as described herein;

NOW, THEREFORE, as of the Fourth 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 second of which commenced on September 15, 2012. Further, the parties agreed in the Third Amendment to the Contract to extend the term by fifteen (15) months from September 15, 2013, resulting in a modified end date of December 15, 2014. By agreement of the parties pursuant to the terms of this Fourth Amendment, the term of the Contract is extended by twelve (12) months from December 15, 2014, resulting in a modified end date of December 15, 2015. 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 AND FREE CALLS:** 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; (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; (c) fifteen (15) minute maximum call duration on free booking phones; (d) "first call free per PIN" for all CCDOC facilities limited to one call per detainee and a call duration of five (5) minutes; and (e) 2,000 free fifteen (15) minute maximum duration calls per month will be available to indigent detainees; and Securus shall provide and install phones in certain Correctional Rehabilitation Worker offices in thirteen locations, which shall allow a TTY device to be connected, and at no additional cost.

a. **Lowered Call Rates.** Effective as of the Fourth Amendment Effective Date, 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		\$0 (N/A)	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
MILEAGE						
0-99999	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750

INTRALATA INTRASTATE			SURCHARGE		\$0 (N/A)	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
MILEAGE						
0-99999	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750

INTERLATA INTRASTATE			SURCHARGE		\$0 (N/A)	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
MILEAGE						
0-99999	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750

RATE MILEAGE	INTERLATA INTERSTATE		SURCHARGE		\$0 (N/A)	
	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750	\$0.1750

- b. Automatic Adjustments to Call Rates. The parties agree that if the annual gross revenues during a Measurement Period reach \$6,000,000.00, then the Contractor shall reduce the per minute call rate by \$0.01 as of the first day of the following month and that Measurement Period shall prematurely terminate and a new Measurement Period shall begin on that same first day of the month. Conversely, if the annual gross revenues during a Measurement Period fall below \$4,000,000.00, then the Contractor shall increase the per minute call rate by \$0.01 as of the first day of the following month and that Measurement Period shall prematurely terminate and a new Measurement Period shall begin on that same first day of the month. For purposes of this Fourth Amendment, "Measurement Period" means a period of twelve (12) months, the first of which shall commence on the Fourth Amendment Effective Date, and the successive of which shall commence at the termination of the prior Measurement Period. In the event that rates change pursuant to this subsection, Contractor shall notify consumers of the upcoming change as far in advance as practicable; and Contractor shall also provide a sufficient number and types of printed materials to the County to distribute at its facilities to reasonably notify detainees and consumers of the upcoming change.
- c. Elimination of Monthly Wireless Administration Fee. The parties hereby agree that Contractor will no longer charge the monthly wireless administration fee of \$1.99 when a CCDOC call recipient requests that a detainee be permitted to call a wireless telephone number.

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

- a. 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 trial will extend through December 15, 2015, on the same terms as set forth in the Contract and the Second Amendment; *provided, however,* the Discount Percentage offered to County off of the face value of the Prepaid Calling Cards is reduced from 57.5% to 37.75%, and provided further that County may in its discretion elect to terminate the detainee Prepaid Calling Cards. The 10% discount for the fulfillment of card orders by the County Sheriff's Office shall continue to apply for a total discount of 47.75%. 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.
- b. Other Applications. County and Contractor agree that Text2Connect calls and PayNow calls shall remain disabled; County and Contractor further agree that Contractor shall continue to provide the Voice Biometrics and THREADS Applications at no charge to the County and at no charge to detainees; provided that County may in its discretion elect to terminate either the Voice Biometrics or THREADS Applications. In its discretion and at no additional cost, the County may also elect to activate the Personal Allowed Number (PAN) list and associated functionality within SCP.

4. CONTRACTOR PAYMENTS TO COUNTY:

- a. In consideration of the lower call rates, Contractor shall no longer pay to County pursuant to the Contract an Estimated Annual Payment ("EAP") for each Term Year, but instead Contractor shall pay to County forty-seven and sixty one-hundredths percent (47.60%) of Gross Revenue ("County Recoupment") earned by Contractor through the completion of collect calls generated by and through any of Contractor's equipment without any reduction or deduction for unbilled, unbillable, or uncollected telephone calls or bad debt expense related to those telephone calls. Contractor will remit the County Recoupment for a calendar month to the County on or before the 25th day after the end of the calendar month in which the calls were made.

5. GROSS REVENUES: The parties agree that for the period from the Fourth Amendment Effective Date until the modified end date of December 15, 2015, the term "Gross Revenues" as that term is used in the Contract shall be defined as follows:

- a. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees, any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, pre-paid and debit local, intralata/intrastate, and interlata/intrastate 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.

b. Notwithstanding the foregoing, for the period from the Fourth Amendment Effective Date until the modified end date of December 15, 2015, Gross Revenue does not include:

- (1) **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.
- (2) **AdvanceConnect/direct bill funding fees:** Prepaid collect/direct bill funding fees are defined as fees imposed on called parties who set and/or fund a prepaid collect/direct bill 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 and Direct Bill calls only.
- (3) 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:
 - (i) **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.
 - (ii) 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) Interstate calls for purposes of this Agreement.

6. **SERVICE LEVEL AGREEMENTS (SLAs) AND CHANGE MANAGEMENT PROCESS:** In addition to the SLA currently in place on all installed equipment, and in addition to the Contractor's other obligations under the Contract relating to the System, including but not limited to those in Section III (System Operation) and Section IV (System Maintenance), Contractor also agrees to the following:

- a. **One-Time Notification SLA.** Upon the County's successful transition to the PETL platform for Inmate Information Interface, Contractor will proactively notify the County of alarms around such interface within fifteen (15) minutes by email to the County email address(es) as designated by the County. For months in which Contractor fails to meet its Notification SLA requirements, within thirty (30) days, Contractor shall tender performance credits in an amount of three hundred dollars (\$300.00) to the County. Should County migrate to web-services interface, proactive notification will not apply, and thus this SLA will not apply.
- b. **Recurring Notifications SLA.** Upon the County's successful transition to the PETL platform for Inmate Information Interface, for ninety-nine percent (99%) of interface alarms, Contractor will proactively notify the County of alarms around such interface within fifteen (15) minutes by email to the County email address(es) as designated by the County. This Notification SLA shall be measured on a monthly basis and Contractor shall provide reports to the County sufficient to determine compliance with the SLA. For months in which Contractor fails to meet its Notification SLA requirements, within thirty (30) days, Contractor shall tender performance credits in an amount of three thousand dollars (\$3,000.00) to the County. Should County migrate to web-services interface, proactive notification will not apply, and thus this SLA will not apply.
- c. **Change Management Process.** The Contractor shall adhere to the following process ("Change Management Process") when upgrading the System software and equipment, or performing any changes to the System at CCDOC's facilities. Any deviation from this Change Management Process may result in performance credits to Contractor. Such liquidated damages will be equal to \$300.00 per occurrence. The liquidated damages shall be due and payable by Contractor upon receipt of written notification from County of the total amount due.
 - i. Contractor shall provide County 30 days written notice, including detailed information, of a change or upgrade to the System software and equipment. However, this does not apply to routine/ emergency/maintenance change controls.
 - ii. Prior to rollout of new software releases, Securus will perform extensive system testing in a pre-production environment. Contractor shall provide the CCDOC facilities written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities that will affect CCDOC. County acknowledges that all release components are subject to on-going testing after notification is provided and that individual components of releases can be backed out if issues are detected prior to release

- iii. Contractor shall provide County with written details regarding changes to calling procedures that will affect inmates. Such instructions shall be provided in English, Spanish, and Polish and posted throughout CCDOC's facilities.
- iv. Unless otherwise agreed upon by County and Contractor, said changes or upgrades shall be made by Contractor at no cost to County.

7. **REPORTING.** Payments, traffic detail reports, miscellaneous charges/fees report, monthly raw call detail records and billing files due to County shall be made by Contractor no later than the 25th day of the month following the month of traffic and sent electronically to County in an exploitable format.

County retains the right to delegate any receipt, examination and/or reconciliation of such reports and records to its designated agent or another third party of County's sole choice; provided that such agent or third party shall be subject to any confidentiality obligations mutually agreed upon by the parties and permissible by law.

a. **Traffic Detail Report.** The traffic detail report(s) for inmate telephone calls shall include a detailed breakdown of all traffic, including but not limited to, all collect, pre-paid collect and pre-paid calling card calls for each inmate telephone at CCDOC's facilities. This requirement is applicable for any System equipment and/or feature that may be installed by Contractor. The traffic detail report shall contain, at a minimum, the following fields:

- (i) Facility Name;
- (ii) Facility Identification Number/Site Identification Number;
- (iii) Automatic Number Identifier ("ANI");
- (iv) Inmate Telephone Station Port/Identifier;
- (v) Inmate Telephone Location Name;
- (vi) Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
- (vii) Intralata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (viii) Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (ix) Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (x) Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (xi) International Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
- (xii) Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
- (xiii) Traffic Period and Dates.

b. **Pre-Paid Card Report.** Contractor shall provide a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, commission rate and commission total.

c. **Miscellaneous Report.** The miscellaneous charges/fees report shall detail all miscellaneous charges/fees applied to calls or accounts associated with calls completed from all of CCDOC's facilities. The miscellaneous charges/fees report shall contain, but shall not be limited to, the following fields:

Req. #	Description
1	Recurring Charge Type
2	Charge Date
3	Billing Method
4	Charge Amount
5	Site ID
6	From ANI
7	To ANI

d. **Monthly Raw Call Detail Records and Billing Files.** Monthly Raw Call Detail Records and Billing Files shall be delivered to Customer and/or its Designated Agent no later than the 25th day of the month following the month of traffic. Raw Call Detail Records and Billing Files received by Customer from the ITSP shall include the following:

- (1) Contractor will provide billing files in the raw and unedited EMI format (with all fields and content) which Contractor utilizes to prepare and submit the records to the LEC for billing (at a minimum in the 010101, 425001 and/or 425016 record format) to the called party. The billing files shall apply, without limitation, to all collect calls completed from the facility and all miscellaneous charge records such as Bill Statement Fee, UAF, Universal Service Fee, Gross Receipts Tax, etc. When requested, the billing files shall be accompanied by a complete file map and a complete field legend. ITSP will include the Facility site ID within the billing files.
- (2) The Raw Call Detail Records ("RCDRs") shall contain all calls (both attempted and completed) that originate from the Facilities for each day and each time of the day for the period for which said RCDRs are requested. The RCDRs shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and complete file legend. The RCDRs shall include, but not limited to, the following fields:

Req. #	Description
1	JDE - Site ID
2	FACILITY - Site Name
3	BATCH - Export Batch Number
4	PORT - Port call made from
5	STATION - Station call made from
6	ORIGANI - Originating ANI
7	BTN - Terminating ANI
8	START - Call Start (yyyy-mm-dd hh:mm:ss) Format
9	END - Call End - Call Start (yyyy-mm-dd hh:mm:ss) Format
10	SECONDS - Call length in seconds
11	COMPLETED FLAG - Call Complete (0,1)
12	CALLTYPE - (Accepted / Debit / Free,etc..)
13	COST - Call Cost
14	DEST CLASS - Destination Class Code
15	FROM CITY - City call placed from
16	FROM STATE - State call placed from
17	TO CITY - City call placed to
18	TO STATE - State call placed to
19	EXPORT DATE - Date call exported
20	TERM REASON - Termination Status
21	AGENCY TYPE ID - Agency
22	INMATE ID - Inmate ID
23	CDR PIN - Inmate PIN
24	CALL TAX AMT - Tax
25	THIRD PARTY PIN - Pre-Paid Calling Card ID Number
26	LIDB Status

8. **TRANSITION.** Upon expiration, termination, or cancellation of the Contract, Contractor shall work with the County and the new inmate telephone provider to ensure an orderly transition of services and responsibilities under the Contract and Contractor shall accept County's commercially reasonable direction to ensure the continuity of the services required by County. In addition, Contractor agrees to the following:

a. **Call Recordings.** Contractor shall retain all call recordings and shall also continue to allow access to the County to all call recordings through the Contractor's system for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date at no charge to the County in order that the County may retrieve, listen to, and download the recordings. Thereafter, Contractor shall continue to retain all call recordings and shall also allow the County continued access to all call recordings through the Contractor's system for a monthly license fee of \$5,500.00 until receipt of notice from the County that it no longer requires the access, at which time, Contractor will upon written request of the County destroy all call recordings permanently from Contractor's system. Contractor shall invoice the County for such license fee, which invoice shall be due and payable within thirty (30) days of receipt of payment. In lieu of retaining access to all call recordings through Contractor's system, the County may elect to export such call recordings in bulk to storage media of County's reasonable choice and in a format of County's reasonable choice; in such event, Contractor shall work in good faith with County to establish the responsibilities and costs of each party associated with such bulk export of call recording data.

b. **Call Detail Records.** Contractor shall also, within sixty (60) calendar days following termination, provide the County with a copy of the CDRs, as defined herein, at a cost to the County of up to \$5,000.00 for hardware on which Contractor will download such information in a searchable, user-friendly, and non-proprietary electronic format ("Extracted CDR"). The County will own such Extracted CDRs and hardware on which the Extracted CDRs are stored, and the Contractor shall have no responsibility for its further maintenance. In the alternative, the Contractor will allow continued access to the Contractor's system for a reasonable time, not to exceed ninety (90) calendar days in order for the County to download such information or to bulk export such information in a searchable, user-friendly, and non-proprietary electronic format. Regardless of the manner in which the County obtains the Extracted CDRs, they will contain all billable and non-billable calls that originate from a Facility for each day during the term of the Contract; and the County

shall own such Extracted CDRs. "CDRs" are defined as the source call detail records that are generated at the time of an inmate telephone call, and which are then rated forming the basis for the cost of the call. The CDRs become the financial records of the Contractor as evidence that Contractor performed a transaction and billed the called party.

c. Reports. Upon expiration, termination, or cancellation of the Contract, Contractor will allow continued access to all reports detailed in Section 7 (Reports) of this Fourth Amendment for a reasonable time, not to exceed ninety (90) calendar days.

d. County Data. Contractor agrees that all RCDRs, Extracted CDRs, billing files, call recordings, documentation, reports, data, etc. contained in the System ("County Data") are the property of County. County acknowledges the System hardware and software and related CDRs, data and information are the property of Contractor; provided, however, that County shall have access and rights to use such CDRs, data and information as set forth elsewhere in the Contract. Upon notification from County, Contractor shall agree to delete County Data in its possession and provide certification of such deletion; such certification shall be in accordance with NIST Special Publication 800-88 or other standards reasonably requested by the County.

e. Transition Period. Contractor shall discontinue providing service or accepting new assignments under the terms of this Contract, on the date specified by County. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date. Payments shall be due and payable by Contractor to County in accordance this Contract until collect and/or pre-paid calling calls are no longer handled by Contractor.

f. Wiring and Conduit. Ownership of any wiring or conduit installed under this Contract by Contractor becomes County's property upon termination and/or expiration of this Contract. Furthermore, in the event of a transition, and if so directed by the County, Contractor shall extend to County, or the incoming inmate telephone service provider, the option to purchase the inmate telephones at CCDOC's Divisions and JTDC at residual value.

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

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

[SIGNATURES NEXT PAGE]

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

Execution of this Fourth 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: Shannon E. Andrews
Name: Shannon E. Andrews
Title: Cook County Chief Procurement Officer
Date: 17 April 2014

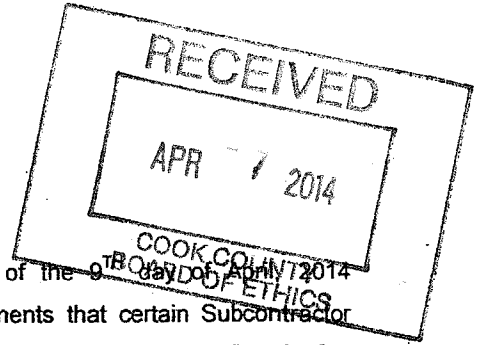
By: Robert Pickens
Name: Robert Pickens
Title: Chief Operating Officer
Date: 4/2/14

Approved as to form: Karen J. McKee
Assistant State's Attorney
Date: 4/9/14



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

SECOND AMENDMENT
TO
SUBCONTRACTOR AGREEMENT



This SECOND AMENDMENT ("Second Amendment") is effective as of the 9th day of April 2014 (hereinafter the "Second Amendment Effective Date") and amends and supplements that certain Subcontractor Agreement by and between Securus Technologies, Inc., formerly known as EVERCOM Systems, Inc. (hereinafter "Securus" or "EVERCOM") and INFORMITY NETWORK, LTD., ("Subcontractor"), with an Effective Date of September 3, 2008, as subsequently amended by that certain First Amendment dated December 1, 2011 (collectively, the "Agreement").

WHEREAS, Securus and Subcontractor desire to amend the Agreement to provide for a new SCHEDULE OF WORK, including Pricing as more fully set forth herein;

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

1. As of the Second Amendment Effective Date, the SCHEDULE OF WORK attached to the Agreement shall be extracted in its entirety and replaced with the attached SCHEDULE OF WORK.
2. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

SECURUS TECHNOLOGIES, INC.

By: *Robert Pickens*
Name: Robert Pickens
Title: Chief Operating Officer
Date: March 28 2014

INFORMITY NETWORK, LTD.

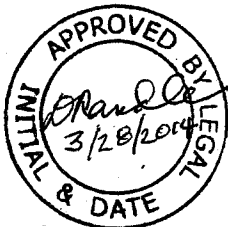
By: *Edita Arambulo*
Name: Edita Arambulo
Title: President
Date: March 28, 2014

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300



SCHEDULE OF WORK

Under the terms and conditions of the Master Subcontractor Agreement by and between SECURUS TECHNOLOGIES, INC. (hereinafter "Securus") and INFORMITY NETWORK LTD. (hereinafter (INFORMITY")), dated as of September 3, 2008, previously amended by the First Amendment dated December 1, 2011, and hereby amended by this Second Amendment effective as of October 1, 2013, INFORMITY shall provide the following services:

1. Statement of Work

Services Technicians: In accordance with Cook County contract requirements, INFORMITY will provide two (2) IBEW Union 134 Communications Service Technicians to supply onsite maintenance services during standard business hours, each technician being full-time and supplying 40 hours per week for 50 weeks for a total of 4,000 hours. INFORMITY will work with Securus to ensure compliance with the Service Level Agreements set forth in Attachment A of said Cook County Service Contract I-002944.

Administrative Support: In addition, INFORMITY will provide one (1) onsite Help Desk Manager; and one (1) Executive Project Manager during standard business hours, who will oversee work performed, coordinate project completion; administer union-required paperwork, provide a local contact and attend meetings as required for Cook County, and act as liaison between Securus and Cook County.

2. Pricing

Service Technicians and Administrative Personnel

\$515,000.00 per year, payable at \$42,916.67 per month, Net 30 days.

If during the twelve-month period following the Second Amendment Effective Date, (i) the annual commissionable gross revenues achieved from the Cook County Service Contract meet or exceed \$7,000,000.00, and (ii) INFORMITY consistently supports the interests of Securus and takes no action which is, or could be construed as being, in conflict with Securus, including making any written or verbal statements about Securus or its officers or employees that could reasonably be construed as negative, derogatory or defamatory, then Securus agrees to pay INFORMITY a one-time bonus of \$20,000.00 on or before May 15, 2015.

Additional Services

For services requested beyond the scope of this Schedule of Work, INFORMITY will bill at the following rates: Standard Business Hours (8am – 5pm CST) at \$96.00/hour; After Hours, Weekend or Holiday Hours at \$144.00 per hour.

3. Effective Date and Term: The terms of this Schedule of Work shall commence on April 9, 2014, and shall continue in effect through December 31, 2015.

4. Extension Payment: INFORMITY agrees that during the term of the Agreement and for a period of twelve months thereafter, it shall work exclusively in partnership with Securus in its efforts to extend its Service Contract with Cook County through the successful award in response to an RFP or otherwise. In the event that Cook County extends its Service Contract with Securus beyond December 31, 2015, Securus agrees to pay INFORMITY on or before December 31, 2015, as follows:

Three-year Extension: \$200,000.00

Four-year Extension: \$275,000.00

Five-year Extension: \$350,000.00

Or a pro-rated amount thereof for a lesser period.



**Office of Contract Compliance
Quarterly Monitoring Report**

Contract No.: 08-41-256
Title: Coinless Inmate and Public Phone System

PRIME CONTRACTOR	TOTAL PAID TO PRIME IN 1 st QUARTER December, January, February	TOTAL TO PRIME IN 2 nd QUARTER March, April, May	TOTAL TO PRIME IN 3 rd QUARTER June, July, August	TOTAL TO PRIME IN 4 th QUARTER September, October, November
Securus Technologies	\$0.00	\$0.00	\$0.00	\$0.00
COMPANY/ SUBCONTRACTOR NAME	TOTAL PAID TO SUBS IN 1 st QUARTER December, January, February	TOTAL PAID TO SUBS IN 2 nd QUARTER March, April, May	TOTAL PAID TO SUBS IN 3 rd QUARTER June, July, August	TOTAL PAID TO SUBS IN 4 th QUARTER September, October, November
Informity Network LTD	\$131,250.00 (December 2012 through February 2013)	\$136,514.00 (March 2013 through May 2013)	\$ 230,236.00	\$ 132,083.34

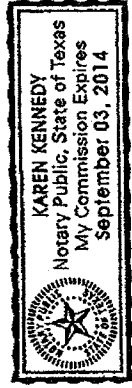
I, William D. Markert, hereby affirm that I am duly authorized to represent Securus Technologies, Inc which has contracted with the MWBE's listed above as subcontractors or providers of goods and services on the above referenced contract. The following is a true and complete statement of contract dollars expended with the designated Minority/Women Business Enterprises under each sub-agreement to this contract.

SUBSCRIBED AND SWORN to me before this

13th Day of August, 2013

Karen Kennedy

Notary Public Seal of (binding) Notary Stamp



(Signature of Authorized Representative)

Telephone No.: (972) 277-0690

Email: wdmarkert@securustech.net

Return signed and notarized monitoring report to compliance officer:

Attention: Aleatha Easley
Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, IL 60602
aleatha.easley@cookcountyil.gov

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Informity Network Ltd

Address: 731 N. Sangamon St, #300, Chicago IL 60642

E-mail: earambulo@informitynetwork.com

Contact Person: Edita Arambulo, President Phone: 312-361-6524

Dollar Amount Participation: \$ \$515,000 (See attached Contract & 2nd Amendmt)

Percent Amount of Participation: _____ (See attached Contract & 2nd Amendmt) %

*Letter of Intent attached? Yes No _____

*Letter of Certification attached? Yes Cook County Certification No _____
Pending

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Informity Network Ltd
Address: 731 N. Sangamon, #300
City/State: Chicago Zip IL
Phone: 312-361-6524 Fax: 312-361-6520
Email: earambulo@informitynetwork.com

Certifying Agency: Cook County
Certification Expiration Date: (Pending) April 2015
FEIN #: 41-2078226
Contact Person: Edita Arambulo, President
Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: None

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Onsite Project Management, HelpDesk Administrative Support, and Maintenance Activities
by IBEW Technicians for the Cook County Inmate Phone System at Cook County Department of
Corrections Jail Facility; 8 hours per day, Monday thru Friday except holidays.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$515,000 annually, payable at \$42,916.67 per month, Net 30 days
(See attached Contract and Second Amendment)
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Edita Arambulo
Signature (M/WBE)
By Edita Arambulo, President
Print Name
Informity Network Ltd.
Firm Name
March 28, 2014
Date

Robert Pickens
Signature (Prime Bidder/Proposer)
Robert Pickens
Print Name
Securus Technologies
Firm Name
March 27, 2014
Date

Subscribed and sworn before me

this 28th day of March, 2014

Notary Public *Chester Lacey*

SEAL



Subscribed and sworn before me

this 28th day of March, 2014

Notary Public *Cindy A. Carey*

SEAL



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participatton

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: _____

- b) If yes, list business addresses within Cook County:

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Securus Technologies, Inc. D/B/A: _____ EIN NO.: 75-2722144

Street Address: 14651 Dallas Parkway, Sixth Floor 75254

City: Dallas State: TX Zip Code: 75034

Phone No.: 972-277-0300

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Securus Technologies Holdings, Inc.	14651 Dallas Pkwy, 6th Floor, Dallas, TX 75084	100%
		75084 75254

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

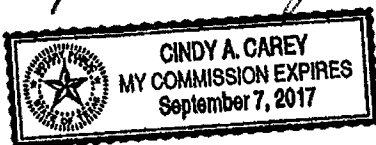
- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert Pickens
Name of Authorized Applicant/Holder Representative (please print or type)
Robert Pickens
Signature
bpickens@securustech.net
E-mail address

Chief Operating Officer
Title
3/26/14
Date
(972) 277-0300
Phone Number

Subscribed to and sworn before me
this 26th day of March 2014
x Cindy A. Carey
Notary Public Signature

My commission expires:
CINDY A. CAREY
Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [] Original Statement or [] Amended Statement

Identifying Information:

Name Securus Technologies Holdings, Inc. D/B/A: _____ EIN NO.: 20-0673095

Street Address: 14651 Dallas Parkway, Sixth Floor

City: Dallas State: TX Zip Code: ~~75254~~
75034

Phone No.: 972-277-0300

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage interest in Applicant/Holder
Securus Holdings, Inc.	14651 Dallas Pkwy, 6th Floor, Dallas, TX 75094 ⁷⁵²⁵⁴	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert Pickens
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 bpickens@securustech.net
 E-mail address

Chief Operating Officer
 Title
 3/26/14
 Date
 (972) 277-0300
 Phone Number

Subscribed to and sworn before me this 26th day of March, 2014

x Cindy A. Carey
 Notary Public Signature

My commission expires:

Cindy A. Carey
 Notary Seal





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Roberts Pickens Title: Chief Operating Officer
Business Entity Name: Securus Technologies, Inc. Phone: (972) 277-0300
Business Entity Address: 14651 Dallas Parkway, Sixth Floor, Dallas, TX 75254

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

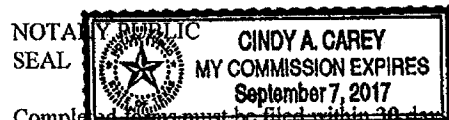
To the best of my knowledge and belief, the information provided above is true and complete.

Robert Pickens _____ Date March 27, 2014
Owner/Employee's Signature

Subscribe and sworn before me this 28th Day of March, 2014

a Notary Public in and for Dallas County

Cindy A. Carey
(Signature)



My Commission expires 9-7-2017

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege Issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Securus Technologies, Inc.

BUSINESS ADDRESS: 14651 Dallas Parkway, 6th Floor, Dallas, TX 75254

BUSINESS TELEPHONE: (972) 277-0300 FAX NUMBER: (972) 277-0699

CONTACT PERSON: Robert Pickens


FEIN: 75-2722144 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Richard A. Smith VICE PRESIDENT: Dennis J. Reinhold


SECRETARY: Dennis J. Reinhold TREASURER: Geoffrey M. Boyd

**SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this

26th day of March, 2014.

X 
Notary Public Signature

My commission expires:

9-7-2017

Notary Seal



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

File Number 5958-771-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

SECURUS TECHNOLOGIES, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 17, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1408502546

Authenticate at: <http://www.cyberdrivellinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 26TH day of MARCH A.D. 2014

Jesse White

SECRETARY OF STATE

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
INSURED Securus Technologies, Inc. 14651 Dallas Parkway Suite 600 Dallas, TX 75254-8815	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co. of America		25666
	INSURER B: Charter Oak Fire Insurance Company		25615
	INSURER C: Travelers Indemnity Company of CT		25682
	INSURER D: Standard Fire Insurance Company		19070
	INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6305D560508	9/9/2013	9/9/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY	X		8105D532509	9/9/2013	9/9/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		HSM-CUP-7113P326-TCT-13	9/9/2013	9/9/2014	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	HCUB-5D51343-9-13	9/9/2013	9/9/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Cook County
Bureau of Information Technology & Automation
c/o Cook County Purchasing Agent
118 North Clark Street, Room 1018
Chicago, IL 60602

AUTHORIZED REPRESENTATIVE