

**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 25<sup>th</sup> 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.