

Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

July 29, 2015

The Honorable Tom Wheeler, Chairman
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554

Re: Comment for WC Docket 12-375

Dear Chairman Wheeler:

The Human Rights Defense Center (HRDC) respectfully submits this comment for WC Docket No. 12-375 to address the arbitrary, incomplete and inconsistent filings entered on this Docket concerning Inmate Calling Service (ICS) rates at local jails, the costs incurred by jails to provide telephone services for detainees and various proposals for “cost recovery” fees. The Commission is being asked to consider these issues as a result of hundreds of filings by the National Sheriffs’ Association (NSA), its member sheriffs, some ICS providers and Alabama PSC Commissioner Darrell Baker in his individual capacity.

It is HRDC’s position that the proposed rate caps for ICS at jails are too high, and that while jails and prisons may incur certain costs for the provision of phone services for prisoners, such incidental costs are part of their overall operational expenses and should not be borne by prisoners’ families. Thus, we disagree that any rate caps should include additional “cost recovery” fees – moreso given the inability of sheriffs to provide an itemized breakdown of exactly what those costs are.

We need travel no further than the 125 miles between the Cook County Jail in Chicago, Illinois and the Champaign County Jail in Urbana, Illinois to disprove the long-standing argument being made on this Docket by law enforcement agencies and some ICS providers regarding the need for a tiered ICS rate structure based on jail size or population.

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The Cook County Jail, with an average daily population of 9,000,¹ contracts with Securus for ICS and currently charges \$0.175/min. for local and intrastate calls with no surcharge. That rate may go up or down by \$0.01/min. based on an increase or decrease in annual gross ICS revenue. **See Attachment A at 2.** The Champaign County Jail, with a reported capacity of 182 beds,² contracts with ICSolutions and the rate for ICS calls is \$0.17/min. under the terms of its current contract. **See Attachment B at 11.**

The two jails, separated by 125 miles, and with one housing 8,800 more prisoners than the other, *both* charge less than the rate caps under the tiered structure proposed by Pay-Tel and Mr. Baker, with the smaller jail charging a lower rate. According to the filings by ICS providers, the NSA and many of its members, that simply isn't possible – yet it is the current reality.

The NSA proposes a Jail Per Minute Compensation rate to be “added to the inmate calling service rate established by the FCC for ICS Providers to provide cost recovery fee for sheriffs’ offices.” The NSA recommends a rate add-on for calls made from facilities with 1 to 349 beds of \$0.08/min., for jails with 350-2,499 beds a per-minute compensation rate of \$0.05, and for jails with over 2,499 beds the NSA suggests an add-on of \$0.02/min.³ In the case of the Champaign County Jail, the NSA’s proposed “add-on” equals around 47% of the total per-minute rate being charged for ICS calls – which hardly sounds fair or reasonable.

In a revised filing on this Docket dated July 12, 2015, Mr. Baker proposes a \$0.04/min. facility cost recovery fee for *all* jails. He also proposes a tiered rate structure for the “provider proportion of jail rates,” recommending ICS rate caps of \$0.21/min. for jails up to 999 ADP and \$0.18/min. for jails with ADP over 1,000. The aggregate rate caps proposed by Mr. Baker are \$0.25/min. for jails with ADP up to 999 and \$0.22/min. for facilities with ADP over 1,000.

In a July 13, 2015 filing on this Docket, Pay-Tel proposes a rate cap of \$0.08/min. for prisons and a tiered rate structure for jails based on ADP: \$0.22/min. for jails with less than 350 ADP, \$0.20/min. for jails with ADP of 350-999, \$0.18/min. for jails with ADP of 1,000-2,499 and \$0.16/min. for jails with ADP of 2,500+. Pay-Tel further proposes a Facility Administrative Support (FAS) fee for cost recovery at the follow tiers: \$0.07/min. for jails with ADP under 350, \$0.05/min. for jails with ADP of 350-2,499, \$0.03/min. for jails with ADP of 2,500+ and \$0.02/min. for prisons. Thus, Pay-Tel’s proposed aggregate rate caps would be \$0.10/min. for prisons, \$0.29/min. for jails with under 350 ADP, \$0.25/min. for jails with ADP of 350-999, \$0.23/min. for jails with ADP of 1,000-2,499 and \$0.19/min. for jails with ADP of 2,500+.

While Pay-Tel and Mr. Baker disagree somewhat on the details of their competing proposed rate plans, both seek a tiered structure based on facility size – although the tiered structure component of Mr. Baker’s revised filing applies only to providers. The NSA’s tiered cost recovery proposal applies only to jails, while Pay-Tel’s tiered rate caps and FAS rates apply to both.

Even the nation’s largest ICS provider, Global Tel*Link (GTL), casts doubt on the practice of basing ICS rates on facility size. In a July 15, 2015 filing, GTL’s attorneys stated: “In its most

¹ www.cookcountysheriff.com/doc/doc_main.html

² www1.co.champaign.il.us/SHERIFF/JailInspectionReports/2014_IDOC_Inspection_Report.pdf

³ National Sheriffs’ Association Written *Ex Parte* Communication, WC Docket No. 12-375, July 14, 2015

recent filing, NSA attempts to support its notion that smaller facilities incur higher costs per minute, but these figures are very similar to those previously analyzed by Economists Inc. As discussed there, the NSA proposal yields annual compensation that is significantly larger than that of the estimates of Economists Inc. and Andrew P. Lipman. In some cases, the maximum NSA proposed rates for jails would yield compensation in excess of 2014 site commission levels.” Securus also questions basing ICS rates on facility size in its July 27, 2015 filing on the Docket, stating, “rate caps should not be built on the false ‘jails vs. prisons’ dichotomy.”⁴

Indeed, the above example of the Cook County and Champaign County jails calls into serious question the propriety of a tiered rate structure based on facility size or ADP – particularly at the levels suggested by Pay-Tel and Mr. Baker – as well as the tiered cost recovery proposed by the NSA. The Cook County Jail, with a population of around 9,000, charges slightly *more* than the Champaign County Jail, which has under 200 beds. According to Pay-Tel and Mr. Baker, logic and their data would dictate that smaller jails must charge *higher* ICS rates than larger jails, yet that is not the case here. Further, both the Cook and Champaign County jails charge ICS rates well below the caps proposed by Pay-Tel and Mr. Baker.

The contrast in commission kickbacks between the jails in Cook County and Champaign County is striking and also worth noting. The Cook County Jail receives a 47.6% kickback totaling \$2.4 million annually based on its January 12, 2015 filing on this Docket. The jail touts its policy of revenue neutrality with respect to its ICS contract, noting that the full \$2.4 million matches the annual cost of providing ICS to prisoners.⁵ As discussed later in this comment, the expense incurred by corrections agencies to provide phone services is nothing more than a cost of doing business and part of their routine operations. This cost rightfully belongs on the shoulders of all taxpayers and should not be exclusively borne by prisoners and their families.

More striking than the pride Cook County takes in achieving its goal of ICS revenue neutrality by making some of the poorest consumers in the county pay for ICS at the jail is the fact that the Champaign County Jail (the much smaller jail with lower phone rates) receives **no commission** from ICS revenue. Once again, this reflects the connection between eliminating commission kickbacks and lower ICS phone rates. What more needs to be said about how critical it is that comprehensive ICS reform be about rates that are fair, just and reasonable? There is nothing about the current ICS industry that meets the definition of any of those terms.

It is also worth noting that the ICS kickbacks received by the Cook County Jail are negligible when compared to the jail’s annual budget. The Cook County Jail reported expenditures of just under \$342 million in 2014.⁶ The \$2.4 million in annual ICS commissions represents less than 1% (.007) of the jail’s annual budget, and while still a significant amount of money, the financial implication of less than 1% of the budgetary costs of a government agency is much less than it is to impoverished families that are required to make decisions about whether to pay high ICS rates or pay their rent, medical bills or other personal expenses.

⁴ Ex Parte Submission of Securus Technologies, Inc., WC Docket No. 12-375, July 27, 2015 at 8

⁵ The jail’s current ICS rates include a 47.6% commission; i.e., the \$.175/min. rate includes over \$.08/min. attributable to commissions. Absent any commission, the rate could be as low as \$.0917/min.

⁶ www.cookcountyil.gov/wp-content/uploads/2014/05/FY2014-15-Appropriations-and-Expenditures-FINAL.pdf

The two jails in Illinois are not the only countervailing example with respect to the lack of justification for tiered jail ICS rates. The Dakota County Jail in Hastings, Minnesota had 252 prisoners listed on its roster on July 10, 2015.⁷ The jail contracts with Consolidated Telecom for ICS and charges prisoners and their families \$0.18/min. with no connection fee. How can this be possible? Given the tiered rates proposed by Pay-Tel and Mr. Baker, ICS providers cannot provide such low rates at a jail that size – and yet Consolidated Telecom does.

Recent filings on this Docket by Mr. Baker may provide some clues.⁸ The ICS providers as well as the NSA and its member sheriffs have stated time and time again that not only do jails incur costs providing ICS to prisoners,⁹ but that those costs are directly related to facility size, with smaller facilities incurring significantly higher costs. Mr. Baker's revised filing appears to debunk this myth. Not only does he revise his recommendation for cost recovery by proposing one rate for "jails of all sizes," he also notes that with respect to prisons, "The cost per MOU [minutes of use] is lowest for the smallest facilities (up to 4,999 ADP), increases for the medium sized facilities, then decreases marginally for the largest sized facilities." (Emphasis added).

The Illinois jail examples and Mr. Baker's revised submission rebut the arguments on the Docket for a tiered rate structure based on facility size, and the Dakota County Jail further demonstrates that lower ICS rates are in fact possible in smaller facilities.

A pattern of ICS providers and correctional facilities establishing arbitrary rates also exists in like-size jails across the country. In Washington State, the King County Jail, with a 2015 ADP of 2,029 prisoners in two facilities,¹⁰ contracts with Securus for ICS. The rate for phone calls is \$0.13/min. with no surcharge, which was confirmed using the Securus Rate Calculator: a 15-minute intrastate call from the King County Jail costs \$1.95.¹¹ The same intrastate phone call **also made through Securus** from the Pierce County Jail in Tacoma, 33 miles south of Seattle, costs \$4.24 (\$2.74 connection charge + \$0.10/min.).¹² The Pierce County Jail has 1,700 beds.¹³ This is another example of how the arguments being made by ICS providers, the NSA and individual sheriffs have no merit. The King County and Pierce County facilities are similar in size and located in major metropolitan areas. According to the myriad of charts entered on this Docket, both fall into the same tiered rate category based on population level and, for that reason, incur the same level of mysterious "costs" we keep hearing about. Yet a 15-minute call from the Pierce County Jail costs 117% more than the same call from the King County Jail, with the same ICS provider. Plus, notably, the phone rates of \$0.13/min. at the King County Jail are *well below* the rate caps proposed by Pay-Tel and Mr. Baker for a facility of its size.

⁷ www.co.dakota.mn.us/LawJustice/Jail/Pages/inmate-search.aspx

⁸ Darrell Baker, Notice of *Ex Parte* Presentation, WC Docket No. 12-375, dated July 12, 2015

⁹ Actual costs continue to be largely undocumented on the public record. Given the dearth of information on this topic it may be appropriate for the FCC to subpoena such information from ICS providers and jails before it makes a finding as to any validity of this issue, given the lack of information in the public record and the fact that the information is exclusively in the hands of ICS providers and jail and prison officials

¹⁰ King County Department of Adult and Juvenile Detention – Detention and Alternatives Report – June 2015

¹¹ Cost calculated 7/10/15 using: <https://securustech.net/call-rate-calculator>

¹² Cost calculated 7/10/15 using: <https://securustech.net/call-rate-calculator>

¹³ www.co.pierce.wa.us/?nid=1932

As with Cook County, ICS revenues are also miniscule when compared to the annual budgets for King County and Pierce County. The Minimum Annual Guaranty (MAG) of \$750,000 that the King County Jail receives from Securus represented one-half of one percent of the annual budget for the county's Department of Adult and Juvenile Detention in 2014.¹⁴ In 2012, the Pierce County Jail received just under \$737,000 in commission payments from Securus, or 1.4% of its 2012 budget of \$51.4 million.¹⁵

Likewise, the Denton County Jail in Denton, Texas is a 1,400-bed facility.¹⁶ The Bell County Jail in Belton, Texas (approximately 170 miles from Denton County) has 1,367 beds. *Id.* Both facilities contract with Securus for ICS services. Prisoners in the Denton County Jail and their families pay a \$2.50 flat fee for a 15-minute intrastate call,¹⁷ which results in a per-minute rate of \$0.167 *if* the call duration is actually 15 minutes.¹⁸ However, prisoners in the Bell County Jail pay \$8.10 for the same 15-minute intrastate call (\$3.60 + \$0.30/min.).¹⁹ Again, this illustrates the arbitrary nature of jail ICS rates, which evidently do not correlate with facility size.

HRDC has maintained the position throughout this proceeding that the claims of higher costs for jails made by ICS providers and the NSA don't make any sense except when analyzed with the goal of maximizing profit for the ICS providers and kickbacks for the prison and jail operators. Smaller facilities don't have as many phones or prisoners, as Mr. Baker confirmed in his revised entry on the Docket dated July 12, 2015. Filings by GTL on July 15, 2015 and CenturyLink on July 22, 2015 also indicate that facility size is not a factor to be considered in the calculation of ICS costs. Moreover, none of the jails appear to be actively trying to reduce ICS costs, only to preserve the status quo – primarily their commission kickback revenue.

ICS providers and jail officials view each prisoner telephone as a money-making machine and want to generate as much revenue as possible from each phone, hence their desire for additional fees that have nothing to do with the actual cost of calls or provision of ICS services.

A good example is the Montgomery County Jail in Clarksville, Tennessee – a 750-bed facility. This jail contracts with GTL and only offers collect phone calls at a flat rate of \$1.50 for a 15-minute call.²⁰ The \$0.25/min. rate cap proposed by Mr. Baker for a facility of this size is 2.5 times the actual rate being charged, and his \$0.04/min. proposed cost recovery fee is 40% of the ICS rate currently charged at the jail. According to CenturyLink, the \$0.10/min. effective rate at the Montgomery County Jail, which has only 750 prisoners, is not high enough to support ICS even at the state prison level. This is another specific example of the arbitrary information and data being filed on this Docket with respect to the actual costs of ICS at prisons and local jails. Certainly, if GTL could not make a profit by providing ICS at the Montgomery County Jail at effective rates of \$0.10/min., then it would not have contracted to do so.

¹⁴ www.kingcounty.gov/exec/PSB/Budget/2014Budget.aspx

¹⁵ www.co.pierce.wa.us/ArchiveCenter/ViewFile/Item/337

¹⁶ www.tcjs.state.tx.us/docs/AbbreviatedPopReports/Abbreviated%20Pop%20Rpt%20Feb%202015.pdf

¹⁷ Cost calculated 7/10/15 using: <https://securustech.net/call-rate-calculator>

¹⁸ HRDC opposes flat ICS rates

¹⁹ Cost calculated 7/10/15 using: <https://securustech.net/call-rate-calculator>

²⁰ www.mcgtm.org/sites/default/files/sheriff/FREQUENTLY%20ASKED%20QUESTIONS%20pdf.pdf

CenturyLink dispels the notion that ICS rates should be based on facility size in its July 22, 2015 filing on this Docket, in which it calls for a “simple, unified rate cap for prepaid or collect calls.” CenturyLink goes so far as to say that “the costs to serve jails and prisons are actually similar,” attributing this to a much higher call volume per inmate at jails even though they have higher turnover, and higher security costs at prisons. While we appreciate CenturyLink’s realistic assessment, we cannot support its position that prison rate caps must exceed \$0.08/min. plus a \$0.02/min. cost recovery fee. In fact, we could not disagree more and point to ICS rates in ten state prison systems in the U.S. – fully 20% of the state DOCs – that are currently under \$0.10/min. for intrastate calls:²¹

State DOC	15-Minute Intrastate Call	Effective Rate	Details	Call Type(s)
West Virginia	\$0.48	\$0.032/min.		All
New Mexico	\$0.59	\$0.039/min.	Flat Rate	Prepaid
Rhode Island	\$0.63	\$0.042/min.	Flat Rate	Debit
New Hampshire	\$0.68	\$0.045/min.		Prepaid/Debit
New York	\$0.72	\$0.048/min.		All
Missouri	\$0.75	\$0.05/min.		Prepaid/Debit
Ohio	\$0.75	\$0.05/min.		All
South Carolina	\$0.75	\$0.05/min.	Flat Rate	Prepaid/Debit
Pennsylvania	\$0.89	\$0.059/min.		All
Nebraska	\$1.25	\$0.083/min.	\$0.50 + \$0.05/min.	Prepaid/Debit

After the Commission’s historic 2013 order regulating interstate ICS rates so families could afford to stay in touch during times of incarceration, the fight began to retain as much revenue from intrastate calls as possible – a fight only being waged by ICS providers and corrections officials, as they stand to benefit the most from the existing industry model of commission kickbacks and high ICS rates. Indeed, they stand to lose millions of dollars generated from prisoners and their families who simply want to communicate with each other.

The expense incurred by prisons and jails to provide phone services is nothing more than a cost of doing business. Corrections officials are seeking to externalize those costs by foisting them onto the backs of prisoners and their families rather than the general taxpayer base that supports public services, including correctional facilities. The NSA describes these costs as “security and administrative duties necessary to allow ICS in jails.”²²

However, there are also security and administrative duties necessary to process prisoner mail and conduct in-person visitation, among numerous other aspects of running a correctional facility, and all of those expenses are costs of incarceration borne by the government. The only reason prisons and jails are able to profit from ICS is because they demand commission kickbacks from ICS providers in exchange for monopoly contracts. Families are not charged for each piece of mail they send to a prisoner, and with a single exception visitors are not charged for in-person

²¹ www.prisonphonejustice.org

²² National Sheriffs’ Association, Written *Ex Parte* Communication, WC Docket No. 12-375, July 14, 2015

visitation.²³ Prisons and jails should not be allowed to recoup the costs of providing ICS from prisoners' families any more than they should be allowed to recoup the costs of processing mail or conducting visits – or for any other costs incurred in running a correctional facility for that matter, such as for food services, medical care, staffing, etc.

For decades, corrections officials have done an end run around the democratic process by demanding and obtaining millions of dollars from ICS providers with no political oversight. The prison and jail population has increased over 500% in the past 40 years, and detention facility budgets have increased accordingly. We can note that prior to commission kickbacks becoming the established way of doing ICS business in the late 1980s, nearly all prisons and jails in the United States (the Texas prison system being a notable exception) provided phone services to prisoners at a fraction of the costs being charged now.

In short, HRDC fully acknowledges that prisons and jails incur nominal and minimal costs for providing prisoners with access to phone services. The question is *who should pay those costs*. Our position is that such costs should not be borne by prisoners and their family members, but rather by the corrections agency that runs the prison or jail through its budget that is funded by *all* taxpayers. While much ink has been spilled on this Docket regarding “cost recovery” fees for prisons and jails, attempting to ascertain how much, on a per-minute basis, should be charged to defray the costs of providing ICS, this ignores the larger issue of why prisoners and their families should have to pay such recovery costs in the first place – again, using the above examples of prisoners and their families not paying for the costs of processing mail or in-person visitation, etc. Many of us do not have school-age children yet everyone pays taxes to fund schools. Similarly, all taxpayers should fund the cost of operating correctional facilities, including the cost of providing ICS services. Prisoners and their families already pay more than their fair share through inflated phone rates; they should not also be stuck with unspecified, unjustified “cost recovery” fees.

The NSA also notes that “jails contain people who have been arrested but not convicted,” and adds that “this leads to an increase in the administrative duties and costs experienced by jails for duties such as answering questions from new inmates and the people with whom they communicate about the ICS system....” (fn. 3 at 2). These reflect the administrative costs of dealing with pretrial detainees and their families, and do not encompass any actual costs of providing ICS (i.e. telecom costs, hardware, software, etc.). HRDC notes that the NSA and ICS providers are at odds on the record as to whether it is the telecoms or jails that perform security duties, presumably to bolster their respective positions that each should be able to recoup their costs for performing those services. (fn. 3 at 3). HRDC’s position is that regardless of who performs those duties, prisoners and their families should not pay the cost. Moreover, if the ICS providers and their government partners cannot agree on who actually performs these functions it follows that neither should be able to bill for the other’s duties.

To our knowledge, ICS providers have never complained about the number of phone accounts they have to open at jails as compared to prisons, most likely because of the enormous profits they have garnered from the ancillary fees associated with funding ICS accounts. Now that they

²³ To our knowledge, only the Arizona DOC charges prisoners’ families a one-time fee of \$25 for a background check for in-person visitation

are faced with the very real possibility of losing the exorbitant and unnecessary fees they have been charging prisoners and their families for the past decade, they are seeking ways to preserve that revenue. This isn't about revolving jail populations or "churn"; rather, it's about possibly losing a revenue stream and coming up with arbitrary reasons to inflate ICS rates so as to retain profits. Once again we note that the whole rubric of charging consumers ancillary fees was only conjured up by ICS providers in the past decade as they sought to expand their revenue stream when faced with higher commissions demanded by greedy corrections officials.

A decade ago ICS providers justified their exorbitant rates by complaining of unpaid phone bills. They have resolved this issue by establishing prepaid ICS accounts. Having eliminated toll fraud and unpaid phone bills, they now seek to justify their high rates by the nominal expense of the measures they created to ensure 100% payment of their monopoly services, and seek to further monetize the very act of paying a phone bill – something that is not done outside the ICS market to non-prison and jail consumers.

One option the Commission has at its disposal, which HRDC would welcome and which would end much of this discussion, empower consumers and introduce true competition into the ICS market, is to require correctional facilities to give consumers who place and receive calls from prisons and jails a choice in the carrier and telecom service they use. So long as ICS providers view their "customers" as the corrections agencies that control access to a captive, monetized population, and not the consumers who actually pay the bills, the discussion will continue to revolve around ways to gouge consumers and extract money from them – not on how to deliver the best, most cost-efficient ICS services to prisoners and their families. We note that among the thousands of pages of documents filed on this Docket by ICS providers and sheriffs, not a single one has suggested that if the agencies were to bid ICS contracts on the basis of who can provide the best service at the lowest cost to the consumers actually paying the bills, the public interest would be better served. Instead, it is a crass money grab.

The "Per Minute Compensation" rates sought by the NSA are yet another example of arbitrary ICS fees and costs being proposed in this matter to perpetuate the unjust and exploitive status quo. In a filing dated June 12, 2015,²⁴ the NSA proposed "cost recovery" rates of \$0.01-\$0.02/min. for jails with more than 2,500 prisoners; \$0.05-\$0.08/min. for jails with populations of 350-2,499 and \$0.09-\$0.11/min. for jails with less than 350 prisoners. The NSA Cost Survey was cited as the basis for this recommendation. *Id.* In a more recent filing, the NSA is now using DOJ statistics to propose slightly lower cost recovery rates: \$0.02/min. for jails with over 2,500 prisoners; \$.05/min. for jails with 350-2,499 prisoners; and \$0.08/min. for jails with less than 350 prisoners. (fn. 3 at 3). While the NSA is going in the right downward direction, the lower rates come with what has become a standard threat to reduce or eliminate access to ICS services if sheriffs are not allowed to continue receiving commission kickbacks. Also, the shifting numbers for the cost recovery rates proposed by both the NSA and Mr. Baker indicate the arbitrary nature of such rates.

The NSA further argues that county governments and sheriffs "do not have the economies of scope and scale of state or federal prisons." (fn. 3 at 2). This is not true based on earlier data in this comment and a look at larger jails versus small prison systems. Notably, some of the larger jails have populations greater than entire state prison systems.

²⁴ National Sheriffs' Association, Written *Ex Parte* Communication, WC Docket No. 12-375, June 12, 2015

As stated above, the Cook County Jail with a population of 9,000 charges \$0.175/min. for intrastate ICS calls. The Los Angeles County jail system, with a population of around 16,840,²⁵ charges \$3.50 for a 15-minute intrastate call, or the equivalent of \$0.23/min.²⁶ Both jail rates are *lower* than the ICS rates charged by the state prison systems in Alaska, Maine, North Dakota and Wyoming, even though those DOCs have smaller populations. Alaska, with a prison population of 5,081, charges \$0.25/min. for intrastate calls; the Maine DOC, with a population of 2,173, also charges \$0.25/min.; the North Dakota DOC has a population of 1,153 and charges \$0.404/min.; and Wyoming, with a prison population of 2,310, charges \$0.248/min.²⁷

This aptly demonstrates that large jails can share the same economies of scale as prison systems, that differentiating between ICS rates at large jails and small DOCs makes little sense, and again illustrates the arbitrary nature of the higher jail rates and tiered rate structure proposed by Pay-Tel and Mr. Baker. Indeed, the effective ICS rate of \$0.10/min. at the 750-bed Montgomery Co. Jail in Tennessee, mentioned above, is lower than the rates in *40 state prison systems!*²⁸

Further, it should also be noted that unlike large jails such as in Cook County and Los Angeles County, DOC populations are typically spread across many small rural facilities. For example, the Vermont prison system houses roughly 1,500 prisoners scattered among seven in-state prisons, none housing more than 370 prisoners and several holding considerably fewer. Six states, including Connecticut, Rhode Island, Alaska and Delaware, have unified prison and jail systems, where prisons house both detainees awaiting trial and convicted offenders.²⁹ Yet ICS providers have no apparent problem providing services at small prisons or in unified systems, indicating there is little real difference between the provision of ICS in prisons and jails. As noted by Securus, “Not all DOCs are large. Not all jails are small.” (fn. 4 at 9).

Many filings on this Docket speak to lower recidivism rates and better transitions back into society for prisoners who are able to stay connected with their families and support networks while incarcerated. This benefits all members of society. The NSA and many of their member sheriffs have indicated they will eliminate ICS if they aren’t allowed to continue receiving lucrative kickbacks from ICS providers. What they don’t discuss, however, is the benefit of ICS to a correctional facility. Telephone calls from prisons and jails are a privilege, and as such can be revoked for disciplinary infractions. That is, they serve as an incentive for good behavior and can be removed or restricted for bad behavior – much like access to televisions. They are, in fact, an important management tool, and most competent professional corrections officials recognize them as such. The ability to speak with family, particularly spouses and children, gives prisoners an incentive to follow the rules, which benefits the facilities where they are housed.

Phones in prisons and jails also allow law enforcement and prosecutors to monitor calls for illegal activity by prisoners and others, as well as improper/illegal activities of jail guards and staff (with respect to contraband smuggling, for example). Prisoners’ families should pay nothing

²⁵ Phone call to Los Angeles Sheriff’s Department, July 27, 2015: 14,647 male prisoners and 2,194 female prisoners

²⁶ The L.A. County jail’s ICS rate is with a 67.5% commission; i.e., the \$.23/min. rate includes over \$.15/min. attributable to commissions. Absent any commission, the rate could be as low as \$.0747/min.

²⁷ www.prisonphonejustice.org and www.bjs.gov/content/pub/pdf/p13.pdf

²⁸ *Id.*

²⁹ Rhode Island’s unified prison/jail system, which has abolished ICS commissions, charges a \$.70 flat ICS rate

for “cost recovery” that is associated with law enforcement/prosecutorial monitoring of phone calls – which are costs that are legitimately assigned to law enforcement and public safety. Of course, as stated above, our position is that prisoners and their families should not pay *any* costs of ICS that are part of the routine administrative expenses of operating correctional facilities.

Going back to the 1960s, telephone access for prisoners and detainees has been considered beneficial for society as a whole, and thus has been readily provided. The consensus among corrections professionals is that prisoners should have telephone access. The Commission can note that no prison systems are threatening to eliminate ICS if commissions are abolished; only greedy sheriffs who place profit over public safety are proposing to do so. The Commission cannot mandate that prisons and jails provide telecom services to prisoners, yet that has been the norm for the past 50 years nationally. Until the late 1980s when Evercom invented the kickback model of giving money to corrections officials in exchange for monopoly contracts, telephone services for prisoners and their families were cheap, high quality and affordable. There were no ancillary fees until the past decade. The Commission must ensure that ICS rates are fair, just and reasonable. If sheriffs, most of whom are elected officials, decide to eliminate telephone access for prisoners if they lose their kickbacks, we expect that to be a short-lived experiment in cruelty and retaliation. Financially exploiting prisoners and their families is not and has never been a legitimate penological objective.

A number of comments have requested that the Commission phase in any rate reductions or kickback eliminations over a period of years. We reiterate our opposition to those proposals and request that whatever action the Commission takes be implemented promptly and no later than 60 days after its order is issued. As the entries on this Docket make clear, every prison and jail administrator responsible for an agency budget knows at this point that the Commission is contemplating action with respect to ICS rates and commissions. Agencies routinely deal with budget shortfalls and, as noted above, ICS kickbacks constitute a miniscule percentage of agency budgets. If corrections officials are not skilled enough to manage their budgets then they can do what every other public official facing a budget shortfall due to poor planning or unforeseen circumstances must do: go to the legislature or county commission and ask for more money. Which is exactly what they should have been doing for the past three decades rather than padding their budgets with kickback money generated from prisoners and their family members.

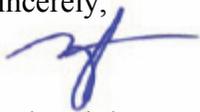
Any delay in implementing additional ICS reforms will merely perpetuate the injustice and exploitation that prisoners and their families have endured for the past 30 years at the hands of ICS providers and corrections officials. And delays will continue to provide the massive profits that Securus and other ICS providers tell investors are at record highs.³⁰ The issue of ICS reform has languished on this Docket for well over a decade. If reform has finally come then it should come swiftly; prisoners and their families have waited long enough for justice. Justice delayed is justice denied. Therefore, we urge the Commission to require the implementation of ICS reforms within 60 days of its next order. ICS providers and government agencies are fully capable of responding quickly to legal and regulatory changes, as demonstrated by their response to the 2013 order capping interstate ICS rates and banning interstate commission cost recovery.

³⁰ Human Rights Defense Center, Comment filed on the WC Docket No. 12-375, June 25, 2015

In conclusion, HRDC opposes a tiered ICS rate structure based on facility size, which would be an arbitrary approach that is contradicted by the real-world examples cited in this comment. We also oppose any “cost recovery” fees for correctional agencies, as any costs associated with the provision of ICS by prisons and jails are part of their routine operational expenses that should be borne by all taxpayers, not just prisoners and their families. Lastly, we reiterate our position that ICS rates should be capped at \$.05/min. for all types of calls, and note that at least 8 state DOCs already charge ICS rates at or below that level.³¹ We further call on the Commission to abolish ICS ancillary fees, which serve as another unjustified way to price gouge prisoners and their families; unless the issue of fees is addressed, any rate caps will be easily circumvented. The above changes should go into effect within 60 days of the FCC’s order being issued.

Please feel free to contact me should you require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Wright', is positioned above the typed name.

Paul Wright
Executive Director, HRDC

Attachments

³¹ See the chart on page 6 of this comment

Attachment A

**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

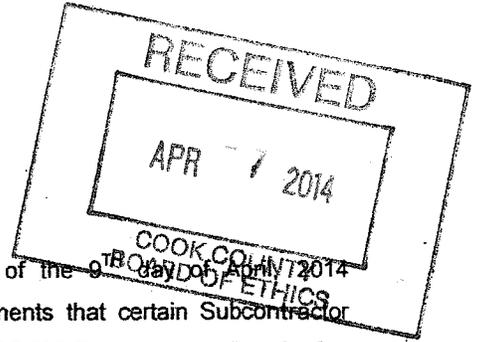
By: Robert Pickens
Name: Robert Pickens
Title: Chief Operating Officer
Date: 4/2/14

Approved as to form: Karen J. McKe
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.

INFORMITY NETWORK, LTD.

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

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.


(Signature of Authorized Representative)

Telephone No.: (972) 277-0690

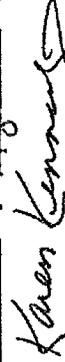
Email: wdmarkert@securustech.net

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

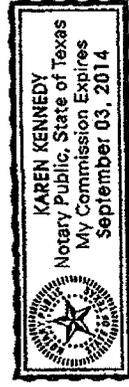
SUBSCRIBED AND SWORN to me before this

13th Day of August, 2013



Notary Public

Seal of (binding) Notary Stamp



**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

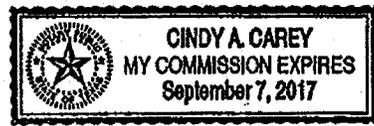


Subscribed and sworn before me

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 [] 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):

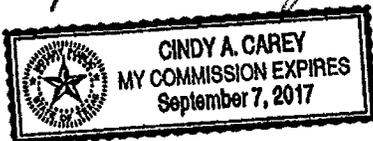
- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has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

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

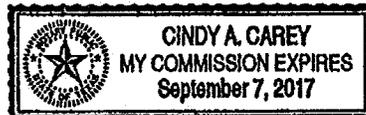
x *Cindy A. Carey*

 Notary Public Signature

My commission expires:

Cindy A. Carey

 Notary Seal





COOK COUNTY 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 Date

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)

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 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)

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 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)

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 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

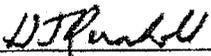
FEIN: 75-2722144 *IL CORPORATE FILE NUMBER: _____

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

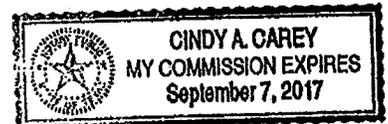
26th day of March, 2014.

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

Attachment B

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Champaign County Sheriff's Office** (the "Facility") having its principal address as set forth on Exhibit A, attached hereto.

- 1. Term of Contract.** This Agreement shall commence upon the date inmates within the Facility's control begin placing telephone calls from the Equipment, which has been estimated to be October 15, 2013 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for three (3) years from the Cutover Date (the "Initial Term"). This Agreement shall renew for two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event Facility terminates this Agreement prior to the completion of the Initial Term, then Facility shall have the option to purchase the VizVox System from ICS for the unamortized portion of the cost thereof less the one-time Installation Fee described in Section 6. The unamortized cost of the VizVox System shall be \$10,152.83 times the number of full months that would have otherwise remained in the Initial Term. ICS shall transfer ownership of the VizVox System to Facility upon the earlier of (i) completion of the Initial Term; or (ii) payment by Facility of the foregoing unamortized amount. In the event ICS terminates this Agreement prior to the completion of the Initial Term, then ICS shall reimburse Facility a prorated amount of the Installation Fee at the rate of \$25,000 per year for each year, or fraction thereof, that would have otherwise remained in the Initial Term. Upon termination of this Agreement, Facility shall immediately cease the use of any ICS-owned Equipment provided hereunder.
- 2. Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates

and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.

6. **Consideration.** ICS will install, operate and maintain Equipment at no charge to Facility, except for a one-time fee of \$75,000 (the "Installation Fee") for completion of installation and setup of the VizVox video visitation system, and in further consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment at the Service Locations. The Installation Fee shall be due immediately upon installation and acceptance of the VizVox system. ICS may charge certain service fees to end-users as more fully described on Exhibits B & C, attached hereto. In addition, ICS shall provide Prepaid Debit Card Release Services, subject to certain requirements by Facility, all as more fully described on Exhibit D, attached hereto.
7. **Facility shall:**
 - a. Advise ICS of any Services Location or related premise that has been closed.
 - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
 - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
 - d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for inmates' use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
8. **Law and Venue.** The domestic law of the State of Illinois shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Champaign County of Illinois.
9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Facility shall be responsible for any

loss or damage to Equipment located on the premise caused by fault or negligence of Facility, its employees or other individuals, excluding inmates, under Facility's supervision.

12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Facility shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Facility.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT,

IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to Facility's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Facility's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Facility with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or

ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to Facility a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Facility. Such license is specific to the Facility and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Facility to Use the Enforcer[®] software will expire and terminate. Facility will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance and Bond.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from Facility. In addition to the foregoing, ICS shall, throughout the Initial Term, maintain a performance bond in a form reasonably acceptable to Facility, and in an amount up to \$75,000, to ensure ICS performance hereunder including, without limitation, ICS' reimbursement of the Installation Fee, if applicable, under Section 1 hereof.
- 27. Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Facility (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or

obligation to Facility, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

{Remainder of page intentionally left blank. Signature block and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Sherriff Dan Walsh
(Signature)

DAN WALSH
(Printed Name)

SHERIFF
(Title)

10/3/13
(Date)

Champaign County Sheriff's Office

Brendan Philbin
(Signature)

BRENDAN PHILBIN
(Printed Name)

VICE PRESIDENT
(Title)

10/1/13
(Date)

Exhibit A – Facility Addresses

Principle Business Address (used for all notices hereunder):

204 E Main St.
Urbana, IL 61801

Service Locations:

<u>Location Name</u>	<u>Address</u>
Champaign County Sheriff's Office	204 E. Main St. Urbana, IL 61801
Satellite Jail	502 S. Lierman Avenue Urbana, IL 61802

Equipment to be shipped to:

Champaign County Sheriff's Office
ATTN: CPT Allen Jones
204 E. Main St.
Urbana, IL 61801

Exhibit B – Equipment

Centralized Enforcer® servicing the satellite jail and main facility:

- 38 new inmate phones - Facility may specify the length of the handset cords.
- 2 new TDD/TTY devices
- 2 workstations
- Aramark Commissary interface supporting 'over the phone' ordering via the inmate telephone system. *(ICS to provide time and material quote for the development & implementation of commissary ordering via the VizVox Kiosk upon Aramark's ability to support the technology).*
- New World interface to provide automated PINs & information sharing
- Online storage of call recordings and call detail records throughout the Term of this Agreement
- New World integration to support the Attendant automated IVR to be deployed by ICS
- Investigator Pro Voice Biometrics
- Nexidia Keyword Search
- Inmate Voice Mail (\$.50 fee per voice mail)
- Implementation and Training
- 2 Deposit Kiosks (one for booking and one for public location)
- Deposit Services (Kiosk, Web based and phone: (Facility agrees to pick up cash from both kiosks and make deposits to an ICS-designated account)

KIOSK DEPOSIT FEE STRUCTURE				
Gross Amount Deposited	Web	Phone	Kiosk Credit	Kiosk Cash
\$0.01 - \$19.99	\$2.95	\$3.95	\$2.95	waived
\$20.00 - \$99.99	\$5.95	\$6.95	\$5.95	waived
\$100.00 - \$199.99	\$7.95	\$8.95	\$7.95	waived
\$200.00 - \$300.00	\$9.95	\$10.95	\$9.95	waived

Service / Application Name	Fee Amount
Electronic Message with/without Attachment(s) - ea.	\$0.40
Electronic Message Print – ea.	\$0.10
Attachment – Color Print – ea.	\$0.15
Attachment – Black and White Print – ea.	\$0.15

SECURE MAIL PACKAGE PRICING		
Email Package	Price of Package	Price per Email
5 Messages	\$1.75	\$0.35
20 Messages	\$5.99	\$0.30
40 Messages	\$9.99	\$0.25

SECURE PHOTO PACKAGE PRICING		
Photo Package	Price of Package	Price per Photo
5 Photos	\$1.75	\$0.35
20 Photos	\$5.99	\$0.30
40 Photos	\$9.99	\$0.25

VizVox Video Visitation System

- 25 VizVox multi-functional inmate kiosks
- 8 VizVox visitor kiosks
- Web-Based visitor registration & scheduling
- Onsite and Remote video visitation.
- Grievance filing
- Sick Call / Medical Appointment requests
- Inmate email
- Inmate 411 information broadcast
- Remote Visitation Fee of \$10.00 per 20 minute session
- Turnkey Installation including all necessary conduit and cabling
- Full Warranty & Support for entire contract duration and any extensions thereof
- All onsite video visitation sessions at either Service Location or between Service Locations will be provided at no charge to Facility, the inmate or the visiting party.

Exhibit C – Call Rates

The following rates apply to all call types from all Service Locations:

Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.17
IntraLATA	\$0.00	\$0.17
InterLATA	\$0.00	\$0.17
Interstate	\$0.00	\$0.17
International	\$0.00	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and the below listed billing/funding fees:

Bill Statement Fee:	\$2.49
Funding Fee:	\$6.95
Refund Fee:	waived

Exhibit D - Prepaid Debit Card Release

1. **Release Method.** ICS shall provide technical support and coordination for the following release method for processing inmate trust fund & debit calling account balances to Facility's inmates at time of release from Facility:

Prepaid Debit Cards ("**Cards**"): described as, a debit card which may be used for ATM withdrawals and/or pin-based and signature purchases after inmate activation. The Cards will be issued by First California Bank in Palm Desert, California ("**Issuing Bank**") and transactions processed by Rapid Financial Services ("**Processor**"). Additional release methods may be made available to the Facility throughout the term of this Agreement and shall become part of this Agreement with Facility's acceptance. No release methods shall be implemented without Facility approval. Another Card brand, Issuing Bank or Processor may be substituted during the term of this Agreement at ICS's discretion and shall not constitute an "additional release method." Facility will be notified in writing of any such change.

2. **Maintenance of Designated Account.** Facility shall maintain an account at the following bank ("**Designated Account**") from which funds will be withdrawn by ICS and sent to the Issuing Bank:

Bank Name: BUSEY BANK
Bank Address: 201 W. MAIN ST, URBANA, IL 61801
Routing Number: [REDACTED]
Account Number: [REDACTED]
Bank Contact Name and Title: NANCY WEIMER
Bank Contact Phone Number: 217-351-6500

3. **Authorization to Withdraw Funds from Designated Account.** Facility hereby authorizes ICS to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due ICS provided for in this Exhibit D. ICS shall notify Facility if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to ICS. Facility shall promptly pay such amount to ICS. ICS will withdraw funds from the Designated Account BUSEY BANK on a daily basis to cover the funds necessary for the issued Cards. This authorization shall remain in full force and effect until ICS has received thirty (30) days' prior written notice from Facility of its termination. Facility shall give ICS no less than three banking business days prior written notice if the Designated Account is to be changed.
4. **Responsibilities of the Facility.** Responsibilities of the Facility are outlined in the attached Exhibit D-1, "Security Requirements for the Storage of Prepaid Cards". ICS reserves the right to modify such Exhibit as reasonably necessary to comply with applicable laws, rules and regulations. ICS shall provide written notice thereof to Facility.
5. **Fees, Charges, Taxes.** ICS shall charge end users fees in accordance with the fee structure located in Attachment D-2. All such fees shall be assessed to the card holder/inmate. Each party shall be responsible for calculating, collecting and remitting its own federal, state and/or local taxes, associated with the release services. No taxes will be applied to the Cards.
6. **Equipment.** All equipment and materials applicable to the services under this Attachment to the Agreement shall remain the property of ICS and, upon expiration or termination of this Agreement, ICS shall promptly remove all equipment and materials from the Facility's premises. Facility shall be responsible for any unusual wear and tear, lost or stolen equipment and any lost, stolen or improperly funded Cards during the term of this Agreement pursuant to Attachment D-1 of this Agreement.
7. **Fiduciary Responsibility.** Facility agrees that it shall, to the full extent allowed by law, assume all liability for any Facility-related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Facility inmates.

Attachment D-1
Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Processor or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Processor as soon as detected.

Card Destruction

Processor may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Processor electronically.

Alternatively, Facility may destroy any defective or damaged Cards and certify such destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Attachment D-2, attached hereto and incorporated herein by this reference, must be submitted to Processor on a monthly basis even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Attachment D-3
Inmate Release Card Program Fees

	Charge
Card Activation Fee	Free
Weekly Maintenance*	\$1.50
Support Calls Fee	Free
Pin Change Fee	Free
Domestic ATM Fees**	\$2.75
International ATM Fees**	\$3.75
ATM Account Inquiry	\$1.50
POS Debit Fee (PIN and signature)	Free
ATM Decline for NSF	\$2.75
ATM Decline International Fee	\$3.75
Card to Bank Funds Transfer (ACH)	\$3.00
Account Closure Fee (should a cardholder want to receive a check from the bank)	\$25.00

No fee for service calls.

Replacement Card if lost: \$10.00

* After 36 hours of being issued, the Card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.

** Fees may also be imposed by the local ATM provider and are in addition to Processor's card fees.