

CONTRACT AMENDMENT

CONTRACT NAME: INMATE TELEPHONE AND VIDEO VISITATION

AMENDMENT NUMBER: 9

This amendment is made to Inmate Telephone and Video Visitation (Contract) between the State of North Dakota, acting through its Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and Securus Technologies, LLC (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Exhibit A Scope of Services, Section 1, is hereby amended to include the following language:

Securus Debit. SCP also includes the ability to integrate Securus Debit accounts, which will be deployed as a replacement for CONTRACTOR’s SCP Debit feature. A Securus Debit account is a prepaid, inmate-owned account utilized to pay for certain of CONTRACTOR’s services and is funded either through a transfer from an inmate’s trust/commissary account or through deposits from an inmate’s friends and family. Once deposited in the Securus Debit account, funds become property of the inmate. Securus Debit accounts are associated with an inmate’s personal identification number (“PIN”), and inmates are required to input their PIN at the beginning of each Inmate Debit transaction. CONTRACTOR will invoice STATE on a weekly basis for all funding amounts transferred from inmates’ facility trust/commissary accounts to the inmate Securus Debit accounts. The invoice will be due and payable within thirty (30) days of receipt.

Subscription Pricing Plan Pilot. CONTRACTOR shall deploy the ability for friends and family end users of the telephone system to purchase monthly subscription plans. Subscription plans include up to 100 intrastate calls per month to a single, designated phone number established by the end user purchasing the subscription. For each subscription plan, CONTRACTOR shall charge a fixed monthly price for as shown in the “Monthly Subscription Plan Pricing” table below. The subscription plans will be offered as an additional alternative to the current call funding options.

CONTRACTOR will initially deploy subscription plans based on the following monthly pricing per subscription:



Monthly Subscription Plan Pricing	
“Contractor Base Subscription Rate”	\$19.95
“Commission to State”	\$3.48
Total Monthly Charge to End User	\$23.43 (plus applicable taxes, transaction fees, and regulatory charges)

The “Contractor Base Subscription Rate” and the “Commission to State” described above may be changed by mutual agreement of the parties. Commissions are paid in one-month arrears. In the event CONTRACTOR issues refunds to end users, CONTRACTOR reserves the right to deduct such refunds from compensation otherwise payable to STATE under the Contract, so long as documentation of such refunds is maintained and provided to STATE upon request.

The Subscription pricing and compensation described are intended to be standalone pricing and compensation for this funding model only. The "Commission to State" stated above is the sole compensation which will be paid to STATE in connection with these subscription plans and will not be considered as part of eligible "Gross Revenues" for purposes of calculating compensation otherwise owed under the Contract.

The subscription plans described herein will be piloted on a trial basis for a period of ninety (90) days after deployment. Upon conclusion of this period, either party may cancel the subscription pilot program and all subscription plans will terminate within thirty (30) days of such cancellation. The ninety (90) day trial period may be extended by mutual agreement of the parties, executed in writing.

EXECUTION

CONTRACTOR	STATE OF NORTH DAKOTA
Securus Technologies, LLC	Acting through its Information Technology Department
BY: 	BY: 
Printed Name: Russell Roberts	Printed Name: Greg Hoffman
Title: Chief Growth Officer	Title: Director, Administrative Services
Date: 02/17/2021	Date: 02/08/2021
STATE OF NORTH DAKOTA	
Acting through its Office of Management and Budget, ND State Procurement	
BY: <u>Angie Scherbenske</u> Angie Scherbenske (Feb 8, 2021 07:58 CST)	
Printed Name: Angie Scherbenske	
Title: Procurement Officer II	
Date: 02/08/2021	









Contract Amendment 9

Final Audit Report

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