

**FOURTH AMENDMENT  
WORCESTER COUNTY (MA)**

This **FOURTH AMENDMENT TO COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM** ("Fourth Amendment") is effective as of December 1<sup>st</sup>, 2023 ("Fourth Amendment Effective Date") and amends and supplements the Commonwealth of Massachusetts Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Worcester County Sheriff's Department ("you" or "Customer") dated October 10, 2019, as subsequently amended (collectively, the "Worcester Contract"). Capitalized terms contained but not defined herein are defined in the Worcester Contract.

**WHEREAS** it is anticipated that as of December 1<sup>st</sup>, 2023, the Commonwealth of Massachusetts will require that "communication services [any telephone or electronic communications] shall be provided free of charge to the person initiating and the person receiving the communication" in prisons and jail facilities across the state ("the Act").

**WHEREAS**, the parties must comply with the Act, and Customer and Provider desire to amend the Worcester Contract in order to reflect the necessary changes under such Act.

**NOW, THEREFORE**, as of the Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term**. This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the Term of the Worcester Contract. Notwithstanding anything to the contrary, the terms and conditions of the Worcester Contract shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Worcester Contract.
2. **Elimination of Communication Charges**. As of the Fourth Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, SCP, eMessaging, or any other communications Applications under the Worcester Contract. For the purposes of clarity, all telephone and electronic communication under the Worcester Contract shall be provided at no cost to the person initiating or receiving the communication.
3. **Elimination of Commission Structure**. As of the Amendment Effective Date, Customer will no longer be paid Commissions or other payments related to providing communication services; including but not limited to:
  - a. The Inmate Call Commission (All Call Types), which are hereby eliminated.
  - b. Commission on eMessaging stamps, which are hereby eliminated; and
  - c. Commissions on SVV, which are eliminated.
4. **Elimination of Inmate Debit Option**. As of the Amendment Effective Date, the Inmate Debit option subsection, under the Call Rates and Product Pricing subsection of Section 2 of the Statement of Work to the Agreement is deleted in its entirety and Provider will no longer provide Inmate Debit accounts to inmates housed by the Customer.
5. **New ITS and Electronic Communications Payment Structure**<sup>1</sup>. As of the Fourth Amendment Effective Date, Customer will be responsible for payment of the offerings in the SOW provided by Provider to the Facility at the following rates:

<sup>1</sup> The parties agree Provider will charge Customer a flat rate for each Application based on telephone call minute.



<b>Offering</b>	<b>Rates per minute<sup>2</sup></b>
ITS	\$0.0625
GEX	\$0.02
ICER and IPRO	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
SVC	\$0.006
Emessaging	\$0.013
<b>TOTAL</b>	<b>\$0.1015</b>

Provider will send Customer an itemized monthly invoice. Applicable fees, including state regulatory fees, Federal USF fees and the Federal Cost Recovery Fee, will be added to all invoices. Regulatory fees may change periodically based on statutory rates. Payment of this invoice is due within 45 days.

6. Amendments. As of the Fourth Amendment Effective Date, the language in the Third Amendment adding Guarded Exchange to the Worcester Contract, including the associated per call rates, is hereby deleted and replaced with:

**GUARDED EXCHANGE**

Provider's subsidiary, Guarded Exchange, LLC ("GEX"), will provide services as described in this section.

For telephone services, GEX will deploy an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s). The GEX System will analyze a selected subset of communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

The cost of Guarded Exchange was considered and included in the Applications offering and other terms contained herein. Any applicable fees will be charged to the Customer, if any.

7. Additional Applications. As of the Fourth Amendment Effective Date, the following Applications are added to the Worcester Contract:

**ICER**

The ICER system provides authorized users the means to detect intra- and inter-Facility communications between incarcerated end users from multiple sources to generate targeted investigative leads.

The cost of the ICER system was considered and included in the Applications offering and other terms contained herein.

Any applicable fees will be charged to the Customer, if any.

**INVESTIGATOR PRO**

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Worcester Contract located at <https://securustechnologies.tech/ipro-terms-and-conditions/>, incorporated herein by reference.

The cost of Investigator Pro was considered and included in the Applications offering and other terms contained herein. Any applicable fees will be charged to the Customer, if any.

**THREADS**

<sup>2</sup> Plus any applicable fees and surcharges



The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

The cost of THREADS™ was considered and included in the Applications offering and other terms contained herein. Any applicable fees will be charged to the Customer, if any.

8. Except as expressly amended by this Fourth Amendment, all of the terms, conditions and provisions of the Worcester Contract shall remain in full force and effect. It is the intention of the Customer, Provider, Massachusetts DOC, and the Executive Office of Public Safety and Security to review the performance made pursuant to this Fourth Amendment and negotiate in good faith any further adjustments order to comply with the Act on or before the close of March 2025.

EXECUTED as of the Fourth Amendment Effective Date.

<b>CUSTOMER:</b> Worcester County Sheriff's Department  By:  Name: <u>Jason Rives</u> Title: <u>A.S./CFO</u> Date: <u>12/13/23</u>	<b>PROVIDER:</b> Securus Technologies, LLC  By:  Name: <u>Alex Yeo</u> Title: <u>Chief Growth Officer</u> Date: <u>12/21/2023</u>
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**Please return signed contract to:**  
**4000 International Parkway**  
**Carrollton, Texas 75007**  
**Attention: Contracts Administrator**  
**Phone: (972) 277-0300**