

PLYMOUTH COUNTY (MA) A303073

SECOND AMENDMENT TO STANDARD CONTRACT FORM

This **SECOND AMENDMENT TO STANDARD CONTRACT FORM** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Standard Contract Form by and between Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("we," "us," or "Provider") and Plymouth County Sheriff's Department ("you" or "Customer") dated November 13, 2018 (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

- 1. <u>Term.</u> This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- 2. Pricing and Billing Adjustments for ICE Detainee Calls. For detainees associated with the United States Immigration and Customs Enforcement ("ICE") agency, Provider will provide telephone calls at no cost to the detainee or his or her friend and family. Customer will pay Provider the full cost of the free calls provided and used pursuant to this section (calculated based on the calling rates generally being charged to end users prior to the start of this Second Amendment, plus any applicable taxes, fees, and surcharges), which will be invoiced to Customer. Invoices will be due and payable within 30 days of the invoice date. In the event invoices are not paid in a timely fashion, Provider reserves the right to deduct amounts owed from compensation otherwise payable to Customer pursuant to the Agreement. Provider will pay Customer the applicable commission earned on the calls provided pursuant to this section.
- 3. <u>Customer Options for Alternative Compensation Structures.</u> Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
- 4. 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.

CUSTOMER:	PROVIDER:
Plymouth County Sheriff's Department	Securus Technologies, LLC
By:	Ву:
Name: Som S Time Al Ju	Name:
Title: CETW, Agt	Title:
Date: 10 30 3080	Date:

Please return signed contract to: