



## FIRST AMENDMENT TO THE FRANKLIN CONTRACT FRANKLIN COUNTY SHERIFF'S OFFICE, MA

This **FIRST AMENDMENT** ("First Amendment") is effective as of December 1<sup>st</sup>, 2023 ("First Amendment Effective Date") and amends and supplements the Statement of Work to the 2020 contract entered into by and between Securus Technologies, LLC ("we," "us," or "Provider") and Franklin County Sheriff's Office ("you" or "Customer") dated April 3, 2020, as subsequently amended (collectively, the "Franklin Contract"). Capitalized terms contained but not defined herein are defined in the Franklin Contract.

**WHEREAS** it is anticipated that as of December 1st, 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 Franklin Contract in order to reflect the necessary changes under such Act.

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

1. **Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the End Date of the Franklin Contract. Notwithstanding anything to the contrary, the terms and conditions of the Franklin 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 Franklin Contract.

2. **Elimination of communication charges.** As of the First Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, SVV, eMessaging, or any other communications Applications under the Franklin Contract. For the purposes of clarity, all telephone and electronic communication under the Franklin Contract shall be provided at no cost to the person initiating or receiving the communication.

3. **Elimination of Commission Structure.** As of the First 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 Commission payments for ITS, which are hereby eliminated.
- b. Commission on eMessaging stamps, which are hereby eliminated.
- c. Commissions on SVV, which are eliminated.
- d. Commissions on media, which are eliminated.

The parties acknowledge that they do not agree to the requirements of the Act regarding commission payments that would be required to be paid into the general fund. Provider is seeking further clarification from the Accounting and Finance office for Massachusetts and, should changes to this First Amendment be needed based on such guidance, the parties will work in good faith to negotiate an additional amendment.

4. Elimination of Inmate Debit Option. As of the First Amendment Effective Date, the Inmate Debit Option subsection, under the Call Management System Section in the Franklin Contract is deleted in its entirety and Provider will no longer provide Inmate Debit accounts to inmates housed by the Customer. Provider shall separately invoice Customer in December 2023 for November 2023 debit charges, and Customer shall pay such invoice within 45 days from receipt.

5. Elimination of rate rebalance. As of the First Amendment Effective Date, Provider will no longer rebalance rates provided to the Customer.

6. New ITS and Electronic Communications Payment Structure<sup>1</sup>. As of the First 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:

Offering	Rates per minute
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 taxes and fees, including state regulatory fees, Federal USF fees and the Federal Cost Recovery Fee, will be added to all invoices. Taxes and regulatory fees may change periodically based on statutory rates. Payment of this invoice is due within 45 days from receipt.

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

**GUARDED EXCHANGE SERVICES**

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 GEX was considered and included to the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Customer, if any.

**THREADS**

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 to the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Customer, if any.

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

## WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

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

## INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- A. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
- B. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.
- C. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
- D. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS**." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).
- E. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Franklin 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 First 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 First Amendment Effective Date.

<p><u>CUSTOMER:</u> Franklin County Sheriff's Office</p> <p>By: <u>Maurice Callahan Egan</u> Name: <u>Maurice Callahan Egan</u> Title: <u>CFO</u> Date: <u>12/14/23</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**