

CJ 32922.6

Memorandum of Understanding
COVID-19 Response
WASHTENAW COUNTY (MI)

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Washtenaw County, Michigan ("you" or "Customer") (the "Agreement").

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

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

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

1. **Term.** This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until April 22, 2020 (the "Term"). This MOU may only be extended by mutual consent of the parties. Moreover, either party may terminate this MOU at any time for any reason. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. **Changes to Pricing and Billing.** As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide two free phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.025 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 30 days after the invoice date.
3. **Status Update.** On or about 21 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. **MOU Confidentiality.** Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. **Additional Changes to Pricing and Billing.** During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER: Washtenaw County, Michigan By: <u>[Signature]</u> Name: <u>Sherry C. Clayton</u> Title: <u>Sherriff</u> Date: <u>3/27/2020</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>[Signature]</u> Name: Dennis J. Reinhold Title: Senior Vice President and General Counsel Date: <u>3/31/20</u>
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ATTESTED TO:
Lawrence Kestenbaum 04/21/2020
 Lawrence Kestenbaum
 County Clerk/Register



¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

WASHTENAW COUNTY
Gregory Dill 04/20/2020
 Gregory Dill
 County Administrator