

SECURUS
Technologies

August 26, 2021

David Moy
Contracts Administrator
Suffolk County Sheriff's Department
20 Bradston Street
Boston, MA 02118

Dear Mr. Moy:

Thank you for your business!

Enclosed, please find 2 signed copies of the Fourth Amendment to the Master Services Agreement between Suffolk County Sheriff's Department and SECURUS Technologies. **Please sign both copies and return 1 copy to the Contracts Administrator at the below address.**

If you need further assistance please contact your SECURUS representative.

Russell Roberts
Chief Growth Officer
Securus Technologies
(972) 277-0656

Rider to the Agreement for Secure Inmate Calling System and Related Services

**RIDER
TO THE AGREEMENT FOR
SECURE INMATE CALLING SYSTEM AND RELATED SERVICES
BY AND BETWEEN
THE SUFFOLK COUNTY SHERIFF'S DEPARTMENT
AND
SECURUS TECHNOLOGIES, INC.**

THIS RIDER TO THE SECURE INMATE CALLING SYSTEM AND RELATED SERVICES (THE Rider), is made and entered into on October 1, 2019, by and between the Suffolk County Sheriff's Department (the "Department") and Securus Technologies, Inc. (hereinafter "Securus").

WHEREAS, the Department entered into a Contract with Securus by utilizing a previously awarded Statewide Contract between Securus and Executive Office of Public Safety, thereby awarding a similar contract to Securus without a new competitive bid;

WHEREAS, Securus and the Department desire to amend the charges for Calling Services;

NOW, THEREFORE, in consideration of mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

- 1) Securus shall provide The Department a rate of \$0.18 per minute for all Instate and Out of state calling;
- 2) Legal Compliance: In the event of any legislative enactment, executive order or judicial decision binding upon the Department that modifies, effects or changes its obligations or requirements concerning inmate telephone services or any service covered by the Agreement, then Securus agrees that contractual obligations and services provided by Securus shall be renegotiated by the parties in writing so that the Department remains in compliance at all times with all jurisdictional requirements. The total price, compensation and / or commission rate of the Contract in accordance with the Contract, shall also be renegotiated by both parties in order to reflect and change in Securus' services rendered under the Contract. If the parties are unable to successfully negotiate such modification of the Contract, then the Department may terminate the Contract for its convenience.

Rider to the Agreement for Secure Inmate Calling System and Related Services

- 3) The Amendment shall be effective as of October 1, 2019.
- 4) In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their official capacity with legal authority to do so

SECURUS TECHNOLOGIES, INC.

By: Robert Pickens
Printed Name

Title: CEO

Signature: [Handwritten Signature]

Date: 9/10/19



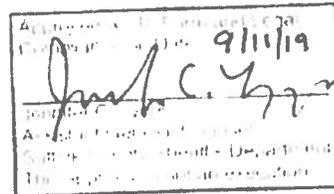
SUFFOLK COUNTY SHERIFF'S DEPARTMENT

By: Daniel F. Martini, CFO
Printed Name

Title: CHIEF FINANCIAL OFFICER

Signature: [Handwritten Signature]

Date: 9/11/19



STATEMENT OF WORK

This statement of work signed by **Suffolk County Sheriff Department ("SCSD")** and **Securus Technologies, Inc. ("Securus")** is part of the contract agreement entered by both parties on **August 1, 2019** (the "Suffolk Contract"). This Statement of Work may be extended or modified by adding overruling amendments to it, provided these are presented in written form, agreed upon and signed by both parties.

I. BACKGROUND

Suffolk County Sheriff Department proposes to extend the contract referencing **MA DOC RFR. FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMBUYS Bid Number: RFR-BD-18-1044-EPS17-EPS1-19423** contract through **March 2, 2023** ("MA DOC Contract"). All Securus responses to this solicitation are incorporated by reference including, but not limited to, the Technical and Cost Proposals. In the event of a conflict between the Suffolk Contract and the MA DOC Contract, the terms of the Suffolk Contract will take precedence.

Following is a summary of the proposed renewal option:

- Pay commissions on all call types
- SecureView Tablet Program – No cost to SCSD
- THREADS
- SCSD option to deploy Guarded Exchange

For all commissionable products, applicable taxes, fees, and surcharges are excluded from the calculation of commissions.

2. OBJECTIVE AND INCLUDED PRODUCTS

Securus will provide the services listed in this Section 2. The agreed options for the inclusion of additional technologies are stated in the table below. Securus will pay a base commission on all call types, but will reduce the base commission as

reflected in the table in exchange for the provision of the additional technologies stated therein:

- **Call Rates and Product Pricing**

| Rates | Inmate Calls Base Commission (All Call Types) Without Product Deductions | GEX(Guarded Exchange) |
|------------|--|-----------------------|
| \$0.18/min | 55% | 10% |

Plus applicable taxes and governmental fees; international rates, if applicable, will vary by Country

Changes to the currently-deployed products' commission and rate structure will be effective as of the date last signed by either party.

- **Tablets**

The SecureView Tablet is a secure, corrections-grade multi-purpose communications device specifically designed for incarcerated individuals within a jail or prison. The SecureView Tablet focuses on proactive and constructive ways to prepare incarcerated individuals for re-entry into society. It hosts a variety of applications for inmate education, entertainment, communication and job placement.

The tablets will be phased in by housing units based on discussions with Securus and SCSD staff and SCSD policy. Securus will establish wireless hotspots to be utilized by the tablets. There will be free community tablets at a 1:4 ratio. Inmates may lease their own tablets for a cost of \$5 for the first day and at no charge for the remaining days in the month. Securus will provide one administrative tablet per housing unit. Broken tablets and additional accessories will be replaced by Securus with no additional cost.

Securus will provide charging stations for each housing unit.

Any other purchases such as music or movies will be purchased by inmates directly from Securus or their subcontract provider.

Securus will make available free education and programming including, but not limited to:

- KA lite
- Educational podcast
- Podcast Library
- Legal and Religious
- Additionally, as technically practicable, SCSD will be able to post educational, religious, or programming material to the tablets.

- **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. SCSD's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

SCSD has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. SCSD acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

- **Guarded Exchange (GEX)**

At SCSD's option, Securix, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System ("GEM System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

- Suspicious or suggestive key words or phrases;
- Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
- Criminal activity in and outside of the Facility(s);

The pricing herein includes monitoring of up to 5% of inmate calls, including specific calls that match criteria provided by SCSD (Targeted Requests). Guarded Exchange will provide monthly reports to SCSD that detail the number of calls monitored and a breakdown of threat levels identified by Guarded Exchange™.

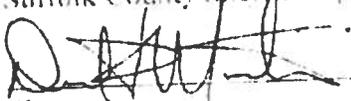
This Statement of Work has been prepared in two (2) identical copies, of which each party has received one.

Date:

Date:

Suffolk County Sheriff Department

Securix Technologies, Inc


Signature


Signature

Daniel F. Martini, CFO



Name

Name

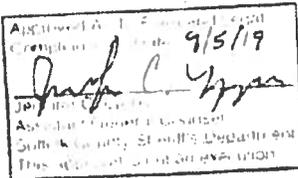


Exhibit A
Delaware Secretary of State Name Change Amendment

Exhibit A to Massachusetts Standard Contract Form

This Exhibit A is attached to and forms a part of the Agreement ("Contract" or "Agreement") by and between the Commonwealth of Massachusetts Executive Office of Public Safety and Security ("you" or "Customer") and Securus Technologies, Inc. ("Securus," "we," "us," or "Provider") (collectively "Parties"). The Contract is comprised of the following documents:

1. The Commonwealth of Massachusetts Terms and Conditions ("Commonwealth Terms and Conditions");
2. The Commonwealth Standard Contract Form ("Standard Contract Form") to which this Exhibit A is attached;
3. The Request for Response Identified as Request for Response for Secure Inmate Calling System and Related Services (ICS) COMMBUYS Bid Number: RFR - BD-18-1044-EPS17-EPS1-19423 ("RFR"); and
4. Securus' responses to the RFR.

The order of priority of documents and the order of precedence in interpreting the Contract (collectively, "Order of Precedence") shall be as follows:

1. The Commonwealth Terms and Conditions;
2. The Standard Contract Form, to which this Exhibit A is attached;
3. The RFR requirements as stated in the RFR; and
4. Securus' responses to the RFR.

The parties agree as follows:

1. **Applications.** This SOW specifies terms and conditions under which we will provide certain Inmate-related services and applications (the "Application(s)") to you.
2. **Use of Applications.** You grant us the right and license to install, maintain, and derive revenue from the Applications through our Inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications.
3. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement (the "Updates").
4. **Ownership and Use.** We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
5. **Confidentiality and Non-Disclosure.** The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and you agree that, except as required by the Massachusetts Public Records Law, you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection.

O.J. Revahel
SUP/General Counsel

6. Customer acknowledges that the information available through the below described Applications (THREADS™, LBS, Investigator Pro, ICER, Guarded Exchange, VRS, and VINES) includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to such Applications to those law enforcement personnel who have a need to know as part of their official duties; and (b) ensure that its employees (i) obtain and/or use information from each such Application only for lawful purposes. Furthermore, Customer understands and acknowledges that all information used and obtained in connection with each such Application is "AS IS." Customer further understands and acknowledges that such Applications uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through such Applications.

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the RFR.

SCP also includes the ability to integrate Inmate Debit accounts. A Debit account is a prepaid, Inmate-owned account used to pay for Inmate telephone calls. A Debit account is funded by transfer of Inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow Inmate friends and family members to fund an Inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an Inmate's Debit account become property of the Inmate. Provider establishes Inmate Debit accounts which are associated with the Inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the Inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls placed from the Facilities as specified in the RFP and Response, RFR Offer #1. Call rates as specified in RFR Section 9.1.1 and Monthly Commission Percentage 76.20 shall apply (Inclusive of the equipment referenced in RFR section 5.2.1.).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications as set forth in Section 5.2 in Securix' RFR, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with as directed herein.

THREADS™

DESCRIPTION:

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's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature, and Customer reserves the right to determine which communities shall have access to Customer's data. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained by Provider in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of LBS was considered and included in offering the Commission percentage and other terms contained herein.

1.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

GUARDED EXCHANGE™

DESCRIPTION:

Provider, through its subsidiary Guarded Exchange™, shall provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

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);

ICER™

DESCRIPTION:

The ICER™ system provides authorized users the means to detect Intra- and Inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein upon the request of Customer, on such terms and conditions as mutually agreed to by the parties. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard AIS options include automation of Inmate and Facility Information to (1) constituents who call Customer's existing main telephone number; and (2) inmates at Customer's Facility using the Inmate telephone system. The following additional options are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS™ Jail Voicemail)

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Customer understands and agrees that Provider may, upon future release, expand the AIS™ services offering to include additional constituent notification services or Additional AIS™ Options upon 30 days advance written notice. Customer represents and warrants that it is legally authorized to allow Provider to deploy the Automated Information Services (AIS™) as agreed and described herein.

COMPENSATION:

The cost of AIS™ was considered and included in offering the Commission percentage and other terms contained herein.

VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

COMPENSATION:

The cost of VRS was considered and included in offering the Commission percentage and other terms contained herein.

VRS TERMS OF USE:

1. Customer understands and agrees that it is solely responsible for the following:
 - a. Determining which inmates are eligible to use VRS.
 - b. Providing inmates access to the VRS application.
 - c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
 - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.

7. Securus shall furnish at its expense complete fiber backbone to include twelve (12) strands of single mode fiber.

D.J. Rumbold
SVP/General Counsel

Authorization for Deployment of Trial Tablet Program

This Authorization for Deployment of Trial Tablet Program ("Trial Tablet Program") (hereinafter "Authorization") is provided by the party identified below as Customer ("Customer") and is subject to and governed by the current Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date") and this Authorization is coterminous with the Agreement. Provider will provide a Trial Tablet Program as described herein.

Term and Termination. This Authorization begins on the Effective Date and shall end on the date that is 180 days thereafter. Notwithstanding anything to the contrary, the terms and conditions of the Authorization shall continue to apply for so long as we continue to provide the Trial Tablet Program to you after the expiration or earlier termination of this Authorization.

DESCRIPTION:

Provider will deploy 24 user tablets and 2 officer tablets for a pilot educational program directed at Customer's sentenced and detained inmates between the ages of 18 and 24. Provider and Customer will have further discussions regarding the specific content that can be deployed on the tablets, and Provider will provide content that the parties agree to as a result of these discussions. For purposes of the Trial Tablet Program, the tablets will be provided at no cost to Customer. It is also expected that the tablets will not contain any features or content which generate revenue for Provider and that neither the inmates nor any friend and family will pay any cost or fees in connection with the Trial Tablet Program.

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide tablets to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

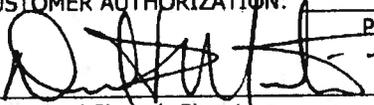
PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

The person signing this Authorization represents that he or she has the unrestricted right and requisite authority to enter into and execute this Authorization, to bind Customer named below, and to authorize the deployment of the Trial Tablet Program.

Suffolk County Sheriff's Dept.

CUSTOMER AUTHORIZATION:

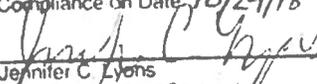

Authorized Signer's Signature

Daniel F. Martini, CFO
Authorized Signer's Printed Name

Print Customer name as it appears in the Agreement

10/24/18
Date

Daniel F. Martini, CFO
Authorized Signer's Title

Approved As To Form and Legal
Compliance on Date 10/24/18

Jennifer C. Lyons
Assistant General Counsel
Suffolk County Sheriff's Department
This approval is not an execution

FIRST AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts - Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (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 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 Term of the Agreement. Further, the Term of the Agreement shall be extended, with a modified end date of March 2, 2028. 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. Commission Percentage Change. As of the First Amendment Effective Date, the commission is hereby changed from 45% to 43%.
3. Deployment of Temporary Video Visitation Solution. Provider will deploy 15 sPhone units in a designated area of Customer's facility on an expedited basis in response to disruptions being caused by the spread of the COVID-19 Coronavirus. Customer will be responsible for the cost of all wiring and network cable necessary to deploy these sPhones. Once deployed, Provider will provide two 15-minute video visitation sessions per Inmate per week at no cost to either the inmate or the end user. Customer will assist Provider with bearing the cost of these sessions by paying Provider \$3.00, plus applicable taxes, fees, and surcharges, for each such visit, 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 visits provided and used pursuant to this MOU, Customer may be sent an Invoice, which will be due and payable within 15 days after the invoice date. The parties will negotiate in good faith regarding modifications to the products and services described in this section upon termination of the parties' COVID-19 Memorandum of Understanding dated March 16, 2020.
4. Video Visitation Terms of Use. Customer's use of the video visitation system is subject to the following terms:

VIDEO VISITATION / CONNECTUS

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("ConnectUs Applications").

Ownership and Use. The SVV System and ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the SVV System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

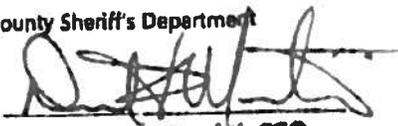
Legality / Limited License Agreement. For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings, however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require

for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. ~~Contractor is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources.~~ **Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.**

5. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

| CUSTOMER: | PROVIDER: |
|---|--|
| Suffolk County Sheriff's Department By:  Name: Daniel F. Martini, CFO Title: <u>CHIEF FINANCIAL OFFICER</u> Date: <u>3/27/2020</u> | Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By:  Name: Dennis J. Reinhold Title: Senior Vice President and General Counsel Date: <u>3/27/20</u> |

Please return signed contract to:

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

SECOND AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM

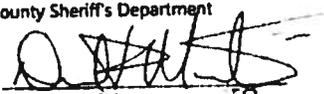
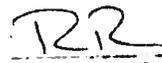
This SECOND AMENDMENT ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts – Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (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:

- Term.** 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.
- Commission Percentage Change.** Effective as of July 1, 2020, the commission is hereby changed from 43% to 38%.
- Deployment of Temporary Video Visitation Solution.** Provider will deploy 36 sPhone units in a designated area of Customer's facility on an expedited basis in response to disruptions being caused by the spread of the COVID-19 Coronavirus. Customer will be responsible for the cost of all wiring and network cable necessary to deploy these sPhones. Once deployed, Provider will provide two 15-minute video visitation sessions per inmate per week at no cost to either the inmate or the end user. Customer will assist Provider with bearing the cost of these sessions by paying Provider \$3.00, plus applicable taxes, fees, and surcharges, for each such visit, 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 visits provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 45 days after the invoice date. The parties will negotiate in good faith regarding modifications to the products and services described in this section upon termination of the parties' COVID-19 Memorandum of Understanding dated March 16, 2020.
- Video Visitation Terms of Use.** Customer's use of the video visitation system is subject to the terms of Terms of Use stated in Section 4 of the First Amendment of the Agreement.
- 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: |
|---|--|
| Suffolk County Sheriff's Department | Securus Technologies, LLC (f/k/a Securus Technologies, Inc) |
| By:  | By:  |
| Name: Daniel F. [unclear] | Name: Russell Roberts |
| Title: Chief Financial Officer | Title: Chief Growth Officer |
| Date: 7/31/2020 | Date: 8/6/2020 |

Please return signed contract to:

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

RECEIVED
8-3-20

**THIRD AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM**

This **THIRD AMENDMENT** (Third Amendment) is effective as of the last date signed by either party (Third Amendment Effective Date) and amends and supplements that certain Commonwealth of Massachusetts – Standard Contract Form by and between Securus Technologies LLC (we, us, or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. **Term** This Third Amendment shall commence on the Third 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. **Modifications to Tablet Program** The tablet program described in Section 2 of the Agreement's Statement of Work is amended to include the following terms:

- Provider will provide 2,000 earbuds to the Customer at no cost. Provider will work with Customer's commissary provider to facilitate the sale of additional earbuds.
- Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on the tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet subscription fee. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account.

3. **Additional Applications** As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

EMESSAGING

DESCRIPTION: Securus eMessaging Application (eMessaging) allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging stamps, which are used to fund the transmission of an electronic message according to the following chart:

| Type of Message (When Available) | Number of Stamps | Notes |
|----------------------------------|------------------------|--|
| Text Message | 1 stamp per message | |
| Photo | 1 stamp per photo | Limit of 5 photos per eMessage; 3 MB / photo limit |
| eCard | 1 stamp per eCard | Limit of 5 eCards per eMessage |
| VideoGram | 3 stamps per VideoGram | |

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securus-tech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

RECEIVED
7-10-20

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus transaction fees and all applicable taxes) |
|--------------------------|---|
| 5 | \$2.50 |
| 10 | \$5.00 |
| 20 | \$10.00 |
| 50 | \$25.00 |

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus applicable taxes) |
|--------------------------|--|
| 1 | \$0.50 |
| 2 | \$1.00 |
| 5 | \$2.50 |
| 10 | \$5.00 |

Provider will pay Customer a commission of 10% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges) which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

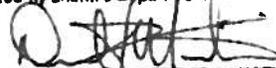
E-MESSAGING TERMS OF USE - Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/e-messaging/terms-and-conditions> which are incorporated herein by reference. Customer understands and acknowledges that e-Messaging is a requirement for Tablet deployment.

4. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date

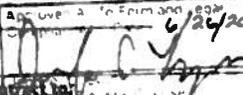
CUSTOMER:

Suffolk County Sheriff's Department

By: 
Name: **Daniel F. Martini, CFO**

Title: **Chief Financial Officer**

Date: **7/1/2020**

Approved: 
6/24/2020
Suffolk County Sheriff's Department
This approval is for use only.

Please return signed contract to:

PROVIDER:

Securus Technologies LLC (f/k/a Securus Technologies, Inc.)

By: 

Name: **Gicelt Boyd**
Title: **Chief Financial Officer**

Date: **7/1/20**

APPROVED
212

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

**FOURTH AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM**

UPDATED SCOPE AND BUDGET

This Fourth Amendment (Fourth Amendment) is effective as of the last date signed by either party (Fourth Amendment Effective date) and amends and supplements that certain Commonwealth of Massachusetts - Standard Contract Form by and between Securus technologies LLC ("we" "us" or "provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (the Agreement).

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

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

1. Changes to Agreement Terms. The Agreement is hereby amended as follows:

- Effective as of August 1, 2021, the domestic calling rates are hereby changed to \$0.14 per minute, plus applicable taxes, fees, and surcharges.
- Effective as of August 1, 2021, the commission associated with telephone services is hereby reduced to 23%.
- Contractor will provide one free ten-minute phone call per incarcerated individual per week, provided that, for any given account, if the free phone call is 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.

2. Except as expressly amended herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fourth Amendment Effective Date.

CUSTOMER

PROVIDER

Suffolk County Sheriff's Department

Securus Technologies, LLC (f/k/a Securus Technologies, Inc)

By _____

By: RR

Name: Daniel F. Martini, CFO

Name: Russell Rogers

Title: Chief Financial Officer

Title: Chief Court Officer

Date: 8, 30, 21

Date: 8/26/21

Please return signed contract to:

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

| | | | |
|---|-------------|--|--------------------------|
| CONTRACTOR LEGAL NAME: Securus Technologies, Inc. (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: Suffolk County Sheriff's Department MMARS Department Code: SDS | |
| Legal Address: (W-9, W-4, T&C): 4000 International Parkway, Carrollton TX 75007 | | Business Mailing Address: 20 Bradston Street, Boston, MA 02118 | |
| Contract Manager: Trish Auger | | Billing Address (if different): | |
| E-Mail: lauger@securustech.net | | Contract Manager: Daniel F. Martini, CFO | |
| Phone: 972-277-0300 | Fax: | E-Mail: dmartini@scsdma.org | |
| Contractor Vendor Code: VC700090409 | | Phone: 617.704.6531 | Fax: 617.704.6583 |
| Vendor Code Address ID (e.g. "AD001"): AD002 (Note: The Address ID must be set up for EFT payments.) Yes | | MMARS Doc ID(s): | |
| <input checked="" type="checkbox"/> NEW CONTRACT | | <input type="checkbox"/> CONTRACT AMENDMENT | |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | | Enter Current Contract End Date Prior to Amendment: Feb 28, 2019. Enter Amendment Amount \$ _____. (or "no change") <i>No Change - rate contract</i> AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) | |

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD, Payment issued within 15 days ___% PPD, Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle; ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See [Prompt Pay Discounts Policy](#))

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provide a Secure Inmate Calling System (ICS) and Related Services for the Suffolk County Sheriff's Dept. (SDS) by piggy-backing a Contract between Securus Technologies, Inc. and Executive Office of Public Safety (EPS) consistent with **Offer 2**. The Contract includes Exhibit A and Rider effective Oct 1, 2019, which is attached. The contract has options to renew through 3/2/28

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
 ___ 2. may be incurred as of _____, 20____, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.
 3. were incurred as of **Aug. 1, 2019**, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of March 2, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached **Contractor Certifications** (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable **Commonwealth Terms and Conditions**, this Standard Contract Form including the **Instructions and Contractor Certifications**, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: Robert Pickens Date: 9.13.19
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Robert Pickens
 Print Title: CEO

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: Daniel F. Martini Date: 9.18.19
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Daniel F. Martini
 Print Title: Chief Fiscal Officer



Approved As To Form and Legal Compliance of Date: 9/15/19
Jennifer C. Lyons
 Assistant General Counsel
 Suffolk County Sheriff's Department
 This approval is not an execution.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099! table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form)

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W 9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and GTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights: The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications: The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention: The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion: The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access: The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, § 12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws, the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A, and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws, state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12, TIR 05-11, New Independent Contractor Provisions and applicable IRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements: Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth, and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents), G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meal Products and Clothing and Apparel), minimum wages and prevailing wage programs and payments, unemployment insurance and contributions; workers compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries), G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages), G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act, 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16, s. 794, 29 USC c. 16, s. 701; 29 USC c. 14, 623, the 42 USC c. 45, (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD Pursuant to Section 11. Indemnification of the Commonwealth terms and conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L.c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "H" and "N" and "U06" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L.c. 30 s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 461. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L.c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L.c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L.c. 93H, and personal data, as defined in G.L.c. 68A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L.c. 93H and under G.L.c. 214, s. 3B for violations under M.G.L.c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices, and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**Commonwealth of Massachusetts / County of Suffolk
Suffolk County Sheriff's Department**

The contractor is retained solely for the purposes of and to the extent set forth in this contract. The contractor's relationship to the Commonwealth of Massachusetts during the period of this contract shall be that of an independent contractor. The contractor shall not have the capacity to involve the Commonwealth of Massachusetts or County in any contract or to incur any liability on the part of the Commonwealth of Massachusetts or County except as expressly provided in this contract.

The contractor shall be responsible for knowing and obeying the rules and policies of the Suffolk County Sheriff's Department. Failure to obey these policies shall be grounds for immediate termination of this agreement or contract.

The contractor agrees that any information received by it during any furtherance of its obligations in accordance with this contract, which concerns the personal, financial, or other affairs of the department, or those individual remanded to its custody, will be treated by it in full confidence and will not be revealed to any other persons, firms or organizations.

With respect to this contract and the services provided hereunder, the contractor shall neither make any statements nor otherwise make available any information to the press or other media without the express written prior authorization of the Official.

CONTRACTOR

Signed by

Robert Picken
Name (Print)

CEO
Title

[Signature]
Signature