

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Securus Technologies LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Essex County Sheriff's Department MMARS Department Code: SDE	
Legal Address: (W-9, W-4): 5360 Legacy Drive, Ste 300, Plano, TX 75024		Business Mailing Address: 20 Manning Avenue, Middleton, MA 01049	
Contract Manager: Sherri Turowsky	Phone:	Billing Address (if different):	
E-Mail: sherri.turowsky@securustechnologies.com	Fax:	Contract Manager: Sarika Shrestha	Phone: 978-750-1900
Contractor Vendor Code: VC7000090409		E-Mail: ssshrestha@essexsheriffma.org	Fax: 978-750-1909
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): F424502CURVSTECHIPV02 RFR/Procurement or Other ID Number: DD-18-1044-EPS17-EPS1-19423	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or 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"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, 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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input checked="" type="checkbox"/> Commonwealth IT Terms and Conditions			
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 815 CMR 9.00. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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 <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 28, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) <i>NO DISCOUNT OFFERED</i>			
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.); Legislature change on inmate phone call off 12/01/2024 under Section 50, Chapter 127 of the General Laws. Please reference Attachment A for the scope of services. Previously, inmates paid for their own phone calls. As of 12/01/2024 calls are being paid by the Commonwealth.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>12/01</u> , 20 <u>23</u> , 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 <u>03/01</u> , 20 <u>26</u> , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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: <u>[Signature]</u> Date: <u>5/13/2024</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/24/2024</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Kevin Elder</u> Print Title: <u>President</u>		Print Name: <u>Kevin Sullivan</u> Print Title: <u>CFO</u>	



Attachment A



THIRD AMENDMENT TO THE ESSEX CONTRACT ESSEX COUNTY SHERIFF'S OFFICE, MA

This THIRD AMENDMENT ("Third Amendment") is effective as of December 1st, 2023 ("Third Amendment Effective Date") and amends and supplements the Statement of Work to the 2020 contract entered into by and between Securus Technologies, LLC ("we," "us," or "Provider") and Essex County Sheriff's Office, MA ("you" or "Customer") dated August 12, 2019, as subsequently amended (collectively, the "Essex Contract"). Capitalized terms contained but not defined herein are defined in the Essex Contract.

WHEREAS on December 1st, 2023 the Commonwealth of Massachusetts required that "communication services [any telephone or electronic communications] shall be provided free of charge to the person initiating and the person receiving the communication" in prisons and jail facilities across the state (the "Act").

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

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 End Date of the Essex Contract. Notwithstanding anything to the contrary, the terms and conditions of the Essex Contract shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Essex Contract.
2. Elimination of communication charges. As of the Third Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, Inmate Telephone System, Securus Video Visitation, or any other communications Applications under the Essex Contract. For the purposes of clarity, all telephone and electronic communication under the Essex Contract shall be provided at no cost to the person initiating or receiving the communication.
3. Elimination of eMessaging: As of the Third Amendment Effective Date, the fourth bullet point of Section 2 of the Essex Contract is deleted in its entirety.
4. Elimination of Commission Structure. As of the Third Amendment Effective Date, Customer will no longer be paid Commissions or other payments related to providing communication services; including but not limited to:
 - a. The Commission payments for Inmate Telephone System, which are hereby eliminated.
 - b. Commissions on Securus Video Visitation, which are eliminated.
5. Establishment of Escrow Account. The parties acknowledge that they do not agree on the reach of the Act regarding eliminating commission payments on Tablets and media. Both Provider and Customer are seeking further clarification from the Accounting and Finance office for Massachusetts ("A&F") and, should changes to this Third Amendment be needed based on such guidance, the parties will work in good faith to negotiate an additional amendment. Notwithstanding the foregoing, Provider will, on a monthly basis, deposit the amount it would otherwise owe Customer in commissions on Tablets and media in an escrow account maintained by Wilmington Savings Fund Society, FSB, a federal savings bank duly organized and existing under the laws of the United States of America (the "Escrowed Funds"), and will pay Customer the Escrowed Funds if and when the A&F determines that the commissions on Tablets and media should not be impacted by the Act. In this case, Provider will pay Customer 10% commission on the revenue earned through the rental of personal tablets and the purchase of premium content on those tablets, provided such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. Conversely, if and when the A&F determines the Act does apply to commissions on Tablets and media, Provider will pay the escrowed funds to the General Fund.

6. New Inmate Telephone System and Electronic Communications Payment Structure¹. As of the Third Amendment Effective Date, Customer will be responsible for payment of the offerings in the SOW provided by Provider to the Facility at the following rates:

Offerings	Rates per minute
Inmate Telephone System (ITS)	\$0.0399
Guarded Exchange Monitoring (GEX)	\$0.02*
ICER and InvestigatorPro (IPRO)	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
Securus Video Connect (SVC)	\$0.01
Digital Mail Center (DMC)	\$0.005
TOTAL	\$0.0749

7. Invoicing. Provider will send Customer an Itemized monthly Invoice. Applicable taxes and fees, including state regulatory fees, Federal USF fees and the Federal Cost Recovery Fee, will be added to all Invoices. Taxes and regulatory fees may change periodically based on statutory rates. Payment of this Invoice is due within 45 days from receipt.

8. Additional Applications. As of the Third Amendment Effective Date, the following Applications are added to the Essex Contract:

ICER

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

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

WORD ALERT

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

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

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- A. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
- B. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws.

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

- C. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
- D. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "AS IS." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).
- E. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

9. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

<p>Notice Address:</p> <p>5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel Phone: (972) 277-0335</p>	<p>Payment Address:</p> <p>5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: Accounts Payable Phone: (972) 277-0335</p>
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10. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Essex Contract shall remain in full force and effect. It is the intention of the Customer, Provider, Massachusetts DOC, and the Executive Office of Public Safety and Security to review the performance made pursuant to this Third Amendment and negotiate in good faith any further adjustments in order to comply with the Act on or before the close of March 2025.

EXECUTED as of the Third Amendment Effective Date.

<p><u>CUSTOMER:</u> Essex County Sheriff's Office, MA</p> <p>By: <u>Kevin Sullivan</u> Name: <u>Kevin Sullivan</u> Title: <u>CEO</u> Date: <u>4/24/2024</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: <u>[Signature]</u> Name: <u>Kevin Elder</u> Title: <u>President</u> Date: <u>5/13/2024</u></p>
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