

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, Contractor Certifications and Commonwealth 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.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a): Securus Technologies, Inc.		COMMONWEALTH DEPARTMENT NAME: Norfolk Sheriff's Office MMARS Department Code: SDN	
Legal Address: (W-9, W-4): 4000 International Parkway, Carrollton, TX 75007		Business Mailing Address: 200 West Street, P.O. Box 149, Dedham, MA 02027	
Contract Manager: Valerie Strzelecki	Phone: 214-775-4330	Billing Address (if different):	
E-Mail: vstrzelecki@securustechnologies.com	Fax:	Contract Manager: Stephen Randall/ Robert Dillon	Phone: 781-751-3316
Contractor Vendor Code: VC700090409		E-Mail: kconley@norfolksheriffma.org	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: RFR-BD-18-1044-EPS17-EPS1-19423	

KC
12/19

<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
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 checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	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, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): 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 815 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 (M.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: Piggyback DOC Contract. This contract is to provide a secure Inmate Calling System and related services per the specs. and requirements of the DOC RFR-BD-18-1044-EPS1-19423, including Exhibit A attached. \$.16/minute intrastate using a debit or prepaid, \$.21/minute interstate using a debit or prepaid, \$.25/minute interstate collect. \$.50/minute for international rates. No fees to inmate, family or friends. 40% commission on all calls as of February 1, 2020.

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 ____, 20__, 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 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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: [Signature] Date: 12-6-19
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Robert Pickens
 Print Title: CEO

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: [Signature] Date: 12/9/19
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Kristin Conley
 Print Title: Director of Finance





SCOPE OF SERVICES AND BUDGET FOR STANDARD CONTRACT



A. SCOPE OF SERVICES

This contract is to provide a secure Inmate Calling System and related services per the specs. and requirements of the DOC RFR-BD-18-1044-EPS1-19423, including Exhibit A attached. \$.16/minute intrastate using a debit or prepaid, \$.21/minute interstate using a debit or prepaid, \$.25/minute interstate collect. \$.50/minute for international rates. 40% commission on all calls as of February 1, 2020. No fees to inmate, family or friends.

CONTRACT CONDITIONS:

The contract's maximum obligation is not to be exceeded, without prior approval of the Special Sheriff, or the Director of Finance. It should not be assumed that a vendor will receive payments up to the maximum amount in a given contract period. This contract may be amended in whole or in part at any time by the NSO, this includes the right of cancellation. Payments under this contract may be withheld until the NSO is satisfied goods/materials have been delivered or services have been rendered. Any contract language herein that is in conflict with these terms is null and void.

COMMENTS:

Vendor will provide scope of services with no exclusions and at no additional cost to the NSO. Vendor shall submit the standard NSO vendor invoice and timesheets supporting all costs invoiced for review, prior to payment to the Director of Finance. Vendor will be paid monthly. Vendor will only be paid for costs associated with this contract. Payment may be withheld until the NSO is satisfied expenditures were made and services were provided in accordance with the provisions of this contract.

This contract may be amended at anytime at the sole discretion of the NSO, to include but not be limited to the maximum obligation and the terms and conditions herein. Vendor agrees to abide by state, county, and NSO rules, regulations, and conditions.

Vendor shall not be entitled to the NSO's worker compensation coverage for any injury occurring or arising as a result of vendor's performance of duties. While malpractice insurance is not required under this contract, vendor is not entitled to liability insurance protection of any sort from the NSO.

The NSO must approve any staff member of the bidder to perform the scope of services. Prior approval of the NSO must be obtained before commencing services, which includes staffing changes.

Vendor must follow the vendor security policy. All vendor personnel will be required to pass a security clearance before performing work at the NSO. The vendor will absorb all costs associated with security issues (vehicle inspection, etc.). Vendor/Staff will be required to be CORI approved. Vendor/Staff will be required to attend any training as deemed necessary by the Norfolk Sheriff's Office.

Vendor is required to provide a 30 day written notice of staff resignation/changes. Any vacancy created by resignation, termination, prolonged illness or leave must be filled immediately to ensure that full services are being provided/satisfied as stipulated in this contract. Should vendor fail to fulfill this requirement, the NSO has the right to terminate the contract immediately.

For the duration of the contract, the vendor/vendor staff shall be subject to random drug testing upon the request of the Norfolk Sheriff's Office. Random drug testing to be conducted off-site and at the time and location determined by the NSO.

Vendor agrees to comply with all applicable state and federal laws with regard to Sexual Harassment/Discrimination. Vendor has read, agreed to and signed the Commonwealth of Massachusetts Mandatory Terms and Conditions, which are incorporated herein and its provisions.

Procurement:

Using Standard State Contract Form

Piggyback DOC Contract DOC RFR-BD-18-1044-EPS1-19423

BUDGET: FY20

Source of Revenue: Canteen

\$.16/minute intrastate using a debit or prepaid, \$.21/minute interstate using a debit or prepaid, \$.25/minute interstate collect. \$.50/minute for international rates. No fees to inmate, family or friends. 40% commission on all calls as of February 1, 2020.

No mileage, training reimbursements, transportation, fuel, energy, insurance or any other charges will be allowed throughout the duration of the contract(s) except as noted in scope of service.

DATE OF THIS CONTRACT: Performance shall begin on February 1, 2020 and this Contract shall terminate on March 2, 2023. The requires notification of one month for cancellation of Agreement. This Agreement may be terminated at any time at the sole discretion of the NSO.

OPTION TO RENEW: THERE IS 5 ONE YEAR OPTIONS TO renew this contract at the sole discretion of the Norfolk Sheriff's Office.

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, 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.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>

CONTRACTOR LEGAL NAME: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) (and d/b/a)		COMMONWEALTH DEPARTMENT NAME: Norfolk Sheriff's Office MMARS Department Code: SDN	
Legal Address: (W-9, W-4): 4000 International Parkway, Carrollton, TX 75007		Business Mailing Address: 200 West Street, PO Box 149, Dedham, MA 02027	
Contract Manager: Valerie Strzelecki	Phone: 214-775-4330	Billing Address (if different):	
E-Mail: vstrzelecki@securustechnologies.com	Fax:	Contract Manager: Kristin Conley	Phone: 781-751-3316
Contractor Vendor Code: VC7000090409		E-Mail: konley@norfolksheriffma.org	Fax: 781-751-3373
Vendor Code Address ID (e.g. "AD001"): AD_002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
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 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)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>March 2, 20 23</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" 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 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 <i>new</i> 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input type="checkbox"/> 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: Piggyback DOC Contract. This contract is to provide a secure inmate Calling System and related services per the specs, and requirements of the DOC RFR-BD-18-1044-EPS1-19423, including Exhibit A attached. \$.16/minute intrstate using a debit or prepaid, \$.21/minute Interstate using a debit or prepaid, \$.25/minute Interstate collect. \$.50/minute for international rates. No fees to inmate, family or friends. Amend 40% to 25% commission on all calls as of November 1, 2020 due to two free 15 minute phone calls per week per inmate, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next weekly distribution of free phone calls occurs. All existing terms and conditions apply. See attached Scope of Services.			
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 November 1, 2020 (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>March 2, 20 23</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>1212</u> Date: <u>11/3/20</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Kristin Conley</u> Date: <u>11/4/2020</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Russell Roberts</u>		Print Name: <u>Kristin Conley</u>	
Print Title: <u>Chief Growth Officer</u>		Print Title: <u>Director of Finance</u>	





SCOPE OF SERVICES AND BUDGET FOR STANDARD CONTRACT



A. SCOPE OF SERVICES Amended

This contract is to provide a secure Inmate Calling System and related services per the specs. and requirements of the DOC RFR-BD-18-1044-EPS1-19423, including Exhibit A attached. \$.16/minute intrastate using a debit or prepaid, \$.21/minute interstate using a debit or prepaid, \$.25/minute interstate collect. \$.50/minute for international rates. Commission rate reduced from 40% to 25% commission on all calls as of November 1, 2020, due to two 15 minute free inmate phone calls per week per inmate, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next weekly distribution of free phone calls occurs. No fees to inmate, family or friends.

CONTRACT CONDITIONS:

The contract's maximum obligation is not to be exceeded, without prior approval of the Special Sheriff, or the Director of Finance. It should not be assumed that a vendor will receive payments up to the maximum amount in a given contract period. This contract may be amended in whole or in part at any time by the NSO, this includes the right of cancellation. Payments under this contract may be withheld until the NSO is satisfied goods/materials have been delivered or services have been rendered. Any contract language herein that is in conflict with these terms is null and void.

COMMENTS:

Vendor will provide scope of services with no exclusions and at no additional cost to the NSO. Vendor shall submit the standard NSO vendor invoice and timesheets supporting all costs invoiced for review, prior to payment to the Director of Finance. Vendor will be paid monthly. Vendor will only be paid for costs associated with this contract. Payment may be withheld until the NSO is satisfied expenditures were made and services were provided in accordance with the provisions of this contract.

This contract may be amended at anytime at the sole discretion of the NSO, to include but not be limited to the maximum obligation and the terms and conditions herein. Vendor agrees to abide by state, county, and NSO rules, regulations, and conditions.

Vendor shall not be entitled to the NSO's worker compensation coverage for any injury occurring or arising as a result of vendor's performance of duties. While malpractice insurance is not required under this contract, vendor is not entitled to liability insurance protection of any sort from the NSO.

The NSO must approve any staff member of the bidder to perform the scope of services. Prior approval of the NSO must be obtained before commencing services, which includes staffing changes.

Vendor must follow the vendor security policy. All vendor personnel will be required to pass a security clearance before performing work at the NSO. The vendor will absorb all costs associated with security issues (vehicle inspection, etc.). Vendor/Staff will be required to be CORI approved. Vendor/Staff will be required to attend any training as deemed necessary by the Norfolk Sheriff's Office.

Vendor is required to provide a 30 day written notice of staff resignation/changes. Any vacancy created by resignation, termination, prolonged illness or leave must be filled immediately to ensure that full services are being provided/satisfied as stipulated in this contract. Should vendor fail to fulfill this requirement, the NSO has the right to terminate the contract immediately.

For the duration of the contract, the vendor/vendor staff shall be subject to random drug testing upon the request of the Norfolk Sheriff's Office. Random drug testing to be conducted off-site and at the time and location determined by the NSO.

Vendor agrees to comply with all applicable state and federal laws with regard to Sexual Harassment/Discrimination.

Vendor has read, agreed to and signed the Commonwealth of Massachusetts Mandatory Terms and Conditions, which are incorporated herein and its provisions.

Procurement:

Using Standard State Contract Form

Piggyback DOC Contract DOC RFR-BD-18-1044-EPS1-19423

BUDGET:FY21

Source of Revenue: Canteen

Amendment: Commission rate reduced from 40% to 25% due to 30 minutes of free calls per week per inmate.

\$.16/minute intrastate using a debit or prepaid, \$.21/minute interstate using a debit or prepaid, \$.25/minute interstate collect. \$.50/minute for international rates. No fees to inmate, family or friends. 25% commission on all calls as of November 1, 2020, reduction of commission due to two 15 minute free phone calls per week per inmate, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next weekly distribution of free phone calls occurs.

No mileage, training reimbursements, transportation, fuel, energy, insurance or any other charges will be allowed throughout the duration of the contract(s) except as noted in scope of service.

DATE OF THIS CONTRACT: Performance shall begin on **November 1, 2020** and this Contract shall terminate on **March 2, 2023**. The requires notification of one month for cancellation of Agreement. This Agreement may be terminated at any time at the sole discretion of the NSO.

OPTION TO RENEW: THERE IS 5 ONE YEAR OPTIONS TO renew this contract at the sole discretion of the Norfolk Sheriff's Office.

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, 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.mass.gov/lists/ctr-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: Norfolk Sheriff's Office MMARS Department Code: SDN	
Legal Address: (W-9, W-4): 4000 International Parkway, Carrollton, TX 75007		Business Mailing Address: 200 West Street, PO Box 149, Dedham, MA 02027	
Contract Manager:	Phone: 413-285-5748	Billing Address (if different):	
E-Mail: sturovsky@securustechnologies.com	Fax:	Contract Manager: Kristin Conley	Phone: 781-751-3316
Contractor Vendor Code: VC7000090409		E-Mail: konlev@norfolksheriffma.org	Fax: 781-751-3373
Vendor Code Address ID (e.g. "AD001"): AD_002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> NEW CONTRACT <input 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 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 checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>March 2, 20 23</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" 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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
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 ___ % 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 (M.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: Piggyback DOC Contract. This contract is to provide a secure Inmate Calling System and related services per the specs, and requirements of the DOC RFR-BD-18-1044-EP51-19423, including Exhibit A attached. \$14/minute Intrastate using a debit or prepaid, \$14/minute Interstate using a debit or prepaid, \$14/minute Interstate collect. \$50/minute for International rates. No fees to inmate, family or friends. Amend 25% to 17% commission on all calls as of August 1, 2021 due to one free 10 minute phone call per week per inmate. All existing terms and conditions apply. See Attached Scope of Services.			
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 August 1, 2021 (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>March 2, 20 23</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>8/2/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kristin Conley</u> Print Title: <u>SUP + General Counsel</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>8/2/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kristin Conley</u> Print Title: <u>Director of Finance</u>	





SCOPE OF SERVICES AND BUDGET FOR STANDARD CONTRACT



A. SCOPE OF SERVICES Amended FY22

This contract is to provide a secure Inmate Calling System and related services per the specs. and requirements of the DOC RFR-BD-18-1044-EPS1-19423, including Exhibit A attached to the original contract and as modified herein. As of August 1, 2021, \$.14/minute intrastate using a debit or prepaid, \$.14/minute interstate using a debit or prepaid, \$.14/minute interstate and intrastate collect, and \$.50/minute for international rates. Commission rate reduced from 17% commission on all calls as of August 1, 2021. Securus 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. The free calls described in the November 4, 2020 amendment will no longer be provided. No fees to inmate, family or friends.

CONTRACT CONDITIONS:

The contract's maximum obligation is not to be exceeded, without prior approval of the Chief of Staff, or the Director of Finance. It should not be assumed that a vendor will receive payments up to the maximum amount in a given contract period. This contract may be amended in whole or in part at any time by the NSO, this includes the right of cancellation. Payments under this contract may be withheld until the NSO is satisfied goods/materials have been delivered or services have been rendered. Any contract language herein that is in conflict with these terms is null and void.

COMMENTS:

Vendor will provide scope of services with no exclusions and at no additional cost to the NSO. Vendor shall submit the standard NSO vendor invoice and timesheets supporting all costs invoiced for review, prior to payment to the Director of Finance. Vendor will be paid monthly. Vendor will only be paid for costs associated with this contract. Payment may be withheld until the NSO is satisfied expenditures were made and services were provided in accordance with the provisions of this contract.

This contract may be amended at anytime at the sole discretion of the NSO, to include but not be limited to the maximum obligation and the terms and conditions herein. Vendor agrees to abide by state, county, and NSO rules, regulations, and conditions.

Vendor shall not be entitled to the NSO's worker compensation coverage for any injury occurring or arising as a result of vendor's performance of duties. While malpractice insurance is not required under this contract, vendor is not entitled to liability insurance protection of any sort from the NSO.

The NSO must approve any staff member of the bidder to perform the scope of services. Prior approval of the NSO must be obtained before commencing services, which includes staffing changes.

Vendor must follow the vendor security policy. All vendor personnel will be required to pass a security clearance before performing work at the NSO. The vendor will absorb all costs associated with security issues (vehicle inspection, etc.). Vendor/Staff will be required to be CORI approved. Vendor/Staff will be required to attend any training as deemed necessary by the Norfolk Sheriff's Office.

Vendor is required to provide a 30 day written notice of staff resignation/changes. Any vacancy created by resignation, termination, prolonged illness or leave must be filled immediately to ensure that full services are being provided/satisfied as stipulated in this contract. Should vendor fail to fulfill this requirement, the NSO has the right to terminate the contract immediately.

For the duration of the contract, the vendor/vendor staff shall be subject to random drug testing upon the request of the Norfolk Sheriff's Office. Random drug testing to be conducted off-site and at the time and location determined by the NSO.

Vendor agrees to comply with all applicable state and federal laws with regard to Sexual Harassment/Discrimination. Vendor has read, agreed to and signed the Commonwealth of Massachusetts Mandatory Terms and Conditions, which are incorporated herein and its provisions.

Procurement:
Using Standard State Contract Form

Piggyback DOC Contract DOC RFR-BD-18-1044-EPS1-19423

BUDGET:FY22

Source of Revenue: Canteen

Amendment: As of August 1, 2021, \$0.14/minute intrastate using a debit or prepaid, \$0.14/minute interstate using a debit or prepaid, \$0.14/minute interstate and intrastate collect, and \$0.50/minute for international rates. Commission rate reduced to 17% commission on all calls as of August 1, 2021. Securus 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. The free calls described in the November 4, 2020 amendment will no longer be provided. No fees to inmate, family or friends.

No mileage, training reimbursements, transportation, fuel, energy, insurance or any other charges will be allowed throughout the duration of the contract(s) except as noted in scope of service.

DATE OF THIS CONTRACT: Performance shall begin on **August 1, 2021** and this Contract shall terminate on **March 2, 2023**. The requires notification of one month for cancellation of Agreement. This Agreement may be terminated at any time at the sole discretion of the NSO.

OPTION TO RENEW: THERE IS 5 ONE YEAR OPTIONS TO renew this contract at the sole discretion of the Norfolk Sheriff's Office.