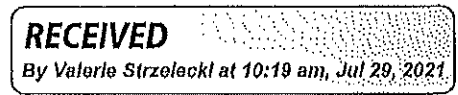


COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.mass.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/its/oad-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a) Securus Technologies, LLC		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office MMARS Department Code: SDM	
Legal Address: (W-9, W-4): 4800 In(U) Pkwy, Carrollton, TX 75007		Business Mailing Address: 400 Mystic Avenue, 4th Floor, Medford, MA 02155	
Contract Manager: Sherri Turowsky		Billing Address (if different):	
E-Mail: _____ Phone: _____ _____ Fax: _____		Contract Manager: Michael Blatus Phone: 781-990-2906 E-Mail: mblatus@sdm.state.ma.us Fax: 781-980-2002	
Contractor Vendor Code: VC		MMARS Doc ID(s):	
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 3920	
<input 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 type="checkbox"/> Department Procurement (Includes all Grants - <u>815 CMR 2.00</u>) (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 remark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2025</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 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 debt under <u>816 CMR 9.00</u> . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of set 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: (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.) Contract for Secure Inmate Calling system and Related services between the Middlesex Sheriff's Office and Securus with rates and services reflected in the Statement of Work. See updated Scope and Budget Amendment effective August 1, 2021.			
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 prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>August 1, 2021</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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 installment 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 those obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</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 precedences, 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 <u>801 CMR 21.07</u> , 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: _____ Date: <u>7/27/21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>RUSSELL ROBERTS</u> Print Title: <u>Chief Growth Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>7/27/2021</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Michael Blatus</u> Print Title: <u>Purchasing Director</u>	



UPDATED SCOPE AND BUDGET

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 \$60,000 annual technology fee will no longer be applicable.
- Effective as of August 1, 2021, the commission percentage associated with telephone services is hereby reduced to 32%.
- 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. This call will replace the five-minute free call described in the First Amendment.

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