
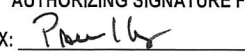


# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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>.

<b>CONTRACTOR LEGAL NAME:</b> Securix Technologies LLC (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Bristol County Sheriff's Office MMARS Department Code: BSD	
<b>Legal Address:</b> (W-9, W-4): 5360 Legacy Dr, Ste 300, Plano, TX 75024		<b>Business Mailing Address:</b> 400 Fauce Corner Road, Dartmouth MA 02747	
<b>Contract Manager:</b> Sherri Turowsky	<b>Phone:</b> 413-285-5748	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> sherri.turowskv@securixtechnologies.com	<b>Fax:</b>	<b>Contract Manager:</b> Jeremy Stull	<b>Phone:</b> 508-995-1311
<b>Contractor Vendor Code:</b> VC7000090409		<b>E-Mail:</b> <a href="mailto:jeremystull@bcso-ma.org">jeremystull@bcso-ma.org</a>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ___ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>___ NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b><u> x </u> CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>March 2</u> , 20 <u>28</u> Enter Amendment Amount: \$ <u>TBD</u> (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <u> x </u> Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ 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): <u> x </u> <a href="#">Commonwealth Terms and Conditions</a> ___ <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> ___ <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <u> x </u> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. ___ <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.) Amendment based on statutory changes to paying party for inmate phone calls and messaging. Full text of amendment attached. Original 2017 Request for Response for Secure Inmate Calling (BD-18-1044-EPS17-EPS1-19423) and related amendments incorporated by reference.			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of <u>20</u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <u> x </u> 3. were incurred as of <u>December 1, 20 23</u> , a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>March 2, 20 28</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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: 5/9/2024 (Signature and Date Must Be Captured At Time of Signature) Print Name: Kevin Elder Print Title: President		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X:  Date: 5/10/24 (Signature and Date Must Be Captured At Time of Signature) Print Name: Paul Heroux Print Title: Sheriff P	







## SECOND AMENDMENT TO THE BRISTOL CONTRACT BRISTOL COUNTY SHERIFF'S OFFICE, MA

This **SECOND AMENDMENT** ("Second Amendment") is effective as of December 1<sup>st</sup>, 2023 ("Second 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 Bristol County Sheriff's Office, MA ("you" or "Customer") dated August 6, 2020, as subsequently amended (collectively, the "Bristol Contract"). Capitalized terms contained but not defined herein are defined in the Bristol Contract.

**WHEREAS** on December 1st, 2023 the Commonwealth of Massachusetts will require 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 Bristol Contract in order to reflect the necessary changes under such Act.

**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:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the End Date of the Bristol Contract. Notwithstanding anything to the contrary, the terms and conditions of the Bristol 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 Bristol Contract, including Customer's ability to terminate without cause.
2. Elimination of communication charges. As of the Second Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, eMessaging, or any other communications Applications under the Bristol Contract. For the purposes of clarity, all telephone and electronic communication under the Bristol Contract shall be provided at no cost to the person initiating or receiving the communication.
3. Elimination of Commission Structure. As of the Second 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 fixed Commission payments for ITS, which are hereby eliminated.
  - b. Commission on eMessaging stamps, which are hereby eliminated.
4. Establishment of Escrow Account: The parties acknowledge that they do not agree on the reach of the Act regarding eliminating commissions payments on Tablets and media. Provider is seeking further clarification from the Administrative and Finance office for Massachusetts ("A&F") and, should changes to this Second 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. Conversely, if and when the A&F determines the Act does apply to commissions on Tablets and media, Provider will pay the Escrowed Funds into the Massachusetts General Fund.
5. Elimination of the Annual Technology Grant. As of the Second Amendment Effective Date, the Annual Technology Grant subsection, under the Call Management System Section in the Bristol Contract is deleted in its entirety and Provider will no longer pay any grants to the Customer.

6. New ITS and Electronic Communications Payment Structure<sup>1</sup>. As of the Second 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* <i>Keep on STU</i>
ICER and InvestigatorPro (IPRO)	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
Emessaging	\$0.013
<b>TOTAL</b>	<b>\$0.0729</b>

*\*If Customer wishes to not add Guarded Exchange Monitoring (GEX) to Customer's Applications suite, Customer needs to initial here: \_\_\_\_\_. If initialed, Total for the offerings under this Second Amendment will be \$0.0529 per minute.*

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 Second Amendment Effective Date, the following Applications are added to the Bristol Contract:

**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 Customer's non-compliance with applicable laws.
- 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,

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

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:

Notice Address:

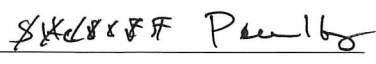

5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: General Counsel  
Phone: (972) 277-0335

Payment Address:

5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: Accounts Payable  
Phone: (972) 277-0335

10. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Bristol 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 Second Amendment and negotiate in good faith any further adjustments order to comply with the Act on or before the close of March 2025.

EXECUTED as of the Second Amendment Effective Date.

<p><u>CUSTOMER:</u> Bristol County Sheriff's Office, MA</p> <p>By: <u></u> Name: <u>PAUL Heroux</u> Title: <u>SHERIFF</u> Date: <u>5/20/24</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: <u></u> Name: <u>Kevin Elder</u> Title: <u>President</u> Date: <u>5/9/2024</u></p>
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# Contract Signature Sheet

Vendor Name: Securus Technologies LLC

Description of Contract: Tax Payer Funded Inmate Calling

Contract Amount: \$ Rate - \$0.0729 /min. Includes GEX & E-messaging

Contract Start date: 12/1/23 End Date: 3/2/28

Account to be Charged: A & F Trust

Requesting Department: Finance

Department Head Signature: [Signature] Date: 5/17/24

## Approvals

[Signature]  
Edward Meyers, Acting Co-General Counsel

05/17/24  
Date

[Signature]  
Jeremy Stull, Chief Financial Officer

5/17/24  
Date

[Signature]  
Paul Heroux, Sheriff

5/20/24  
Date