COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: nCourt, LLC (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME: Office of the Comptroller** **MMARS Department Code: CTR**
Legal Address: (W-9, W-4,T&C): 955A Cobb Place Blvd., Kennesaw, GA30144	**Business Mailing Address: One Ashburton Place, 9th Floor, Boston, MA 02108**
Contract Manager: Kathleen Miller	**Billing Address (if different): Individual User Departments will be billed directly**
E-Mail: Kmiller@ncourt.com	**Contract Manager: Patricia Davis**
Phone: (770) 293-1833 **Fax: (888) 912-1540**	**E-Mail: Patricia.Davis@massmail.state.ma.us**
Contractor Vendor Code: VC0000804578	**Phone: (617) 973-2332** **Fax: (617) 973-2555**
Vendor Code Address ID (e.g. "AD001"): AD__. **(Note: The Address Id Must be set up for EFT payments.)**	**MMARS Doc ID(s):** MA OSD PRF59A Designated OSC **RFR/Procurement or Other ID Number: Determined by Agency Payee**

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

_X_ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ Amendment to 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)
__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

_X_ 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.

_X_ 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: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Electronic Revenue Statewide Contract for Payment Solutions Services.** The terms of this contract will apply to each engagement under this contract. The contractor may perform outreach to Eligible Entities to notify them about their availability to provide payment solutions services included in this contract. However, at the point where a Department decides to pursue an actual contractual arrangement with the Contractor, the Commonwealth's Contract Manger identified above must be notified (by either the Eligible Entity or the Contractor) before any actual contractual discussions begin, and the Contractor must follow the enrollment process developed by the Office of the Comptroller. The Contractor may not require any Eligible Entity to sign any form(s) in addition to the agreements approved for use under this Contract by the Office of the Comptroller. The Contractor may not implement any new requirements or practices not expressly included within the terms of the Contract without prior approval of the Office of the Comptroller, even if such new requirements or practices are industry standards that apply to all other Customers. Any documents signed by an Eligible Entity or requirements imposed by the Contractor in violation of the section shall be immediately voidable by the Commonwealth.

The Limitation of Liability for Information Technology Contracts section on page 4 below shall apply to this Contract.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 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 **January 31, 2019,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: | **AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: ___. Date: 10/20/15.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Kathleen Miller
Print Title: Chief Financial Officer

X: _ ___. Date: 11/12/15.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Jeffrey S. Shapiro.
Print Title: Deputy Comptroller & COO