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**BUTTERS BRAZILIAN LLP**

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July 31, 2023

Donna M. Dudkiewicz  
Chief Financial Officer  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, MA 01060

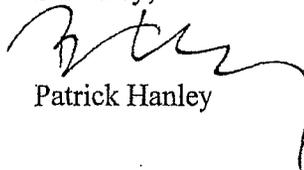
Re: Matter of Suffolk Superior Court Civil Action No: 2384CV01341

Dear Ms. Dudkiewicz:

Please find enclosed the Commonwealth of Massachusetts Standard Contract Form in addition to the Commonwealth Terms and Conditions which I have reviewed and signed. Thank you for your attention to this matter.

I may be reached at 617-367-2600 and [hanley@buttersbrazilian.com](mailto:hanley@buttersbrazilian.com).

Sincerely,



Patrick Hanley

Enclosure

# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osc](http://www.mass.gov/osc) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Butters Brazilian LLP (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Northwestern District Attorney <b>MMARS Department Code:</b> NWD	
<b>Legal Address:</b> (W-9, W-4,T&C): 699 Boylston St. 12 <sup>th</sup> FL., Boston, MA 02116		<b>Business Mailing Address:</b> One Gleason Plaza, Northampton, MA 01060	
<b>Contract Manager:</b> Patrick Hanley		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> hanley@buttersbrazilian.com		<b>Contract Manager:</b> Donna M. Dudkiewicz	
<b>Phone:</b> 617/367-2600	<b>Fax:</b>	<b>E-Mail:</b> donna.m.dudkiewicz@mass.gov	
<b>Contractor Vendor Code:</b> VC6000185084		<b>Phone:</b> 413/586-9225	<b>Fax:</b> 413/584-3635
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001_		<b>MMARS Doc ID(s):</b> FY24ButtersBrazilian	
<b>(Note: The Address Id Must be set up for EFT payments.)</b>		<b>RFR/Procurement or Other ID Number:</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <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 State or Federal grants 815 CMR 2.00) (Attach 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"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____ , 20 ____ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> Amendment to 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"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<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 815 CMR 9.00. <input 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 checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>23,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 (G.L. c. 29, § 23A); ___ 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.)  See attached engagement letter for scope of services and agreed upon fee schedule.			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and no obligations have been incurred prior to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of ____ , 20 ____ , a date LATER than the <b>Effective Date</b> below and no obligations have been incurred prior to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1 , 2023</u> , a date PRIOR to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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>June 30, 2024</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 "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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>7/31/23</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>8/15/23</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Patrick Hanley</u> Print Title: <u>Partner - Butters Brazilian LLP</u>		Print Name: <u>Steven E. Gagne</u> Print Title: <u>First Assistant District Attorney</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFI/Procurement or Other ID Number or Name:** Enter the Request for Response (RFI) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

### NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc Ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

### COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without

an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39F; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>. In order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to Intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and

electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130, Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346, Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444, Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504, Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data

(herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 39 for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## COMMONWEALTH TERMS AND CONDITIONS

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1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate

method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.



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1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate

method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.



COMMONWEALTH TERMS AND CONDITIONS

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the

extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY:

[Handwritten signature of Patrick Hanley]

(signature)

Print Name: Patrick Hanley

Title: Partner - Butters Brazilian LLP

Date: 7/31/23

(Check One): [x] Organization [ ] Individual

Full Legal Organization or Individual Name: Butters Brazilian LLP

Doing Business As: Name (If Different): n/a

Tax Identification Number: 04-3392106

Address: 699 Boylston Street, 12th Floor, Boston, MA 02116

Telephone: 617-367-2600

FAX: 617-367-1363

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



BUTTERS BRAZILIAN LLP

699 BOYLSTON STREET, 12<sup>TH</sup> FLOOR  
BOSTON, MASSACHUSETTS 02116  
617.367.2600  
f 617.367.1363  
[www.buttersbrazilian.com](http://www.buttersbrazilian.com)

July 25, 2023

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, MA 01060

via Email: [steven.e.gagne@mass.gov](mailto:steven.e.gagne@mass.gov)

Re: Representation of Northwestern District Attorney's Office in the Matter of  
Andrew Quemere v. Northwestern District Attorney's Office, Suffolk  
Superior Court Docket No. 2384CV01341

Dear First Assistant District Attorney Gagne:

This will confirm our agreement whereby, in your capacity as First Assistant of the Northwestern District Attorney's Office, and at the direction of and with the approval of Northwestern District Attorney David E. Sullivan, you have engaged Butters Brazilian LLP ("the Firm") to represent your office ("the Client") in the following matter:

1. Suffolk Superior Court Civil Action No: 2384CV01341

The Firm has agreed to provide legal services in connection with this matter and to keep the Client informed of all significant developments. The Firm has agreed to work with the Client in order to develop and employ the best legal strategies possible.

We have agreed that you will pay fees on an hourly basis. The Client agrees to pay fees according to the following schedule:

Attorney Patrick Hanley:	\$350 per hour
Attorney Elizabeth K. Keeley:	\$350 per hour
Paralegals/Law Clerks:	\$75 per hour

With the exception of court appearances, we have agreed that for internal conferences, meetings with the Client, and calls with opposing counsel, and other events in which both Firm attorneys participate, the Firm will bill for only one attorney's time.

For the purposes of budgeting, the Firm estimates 40-60 attorney hours to litigate this matter through summary judgment. The Firm agrees to periodically update the Client regarding how many attorney hours have been expended, and regarding any revisions to the original estimate of the total number of attorney hours needed to litigate this matter through summary judgment.

The Firm recognizes that a standard state contract may be required in addition to this engagement letter, and agrees to execute it.

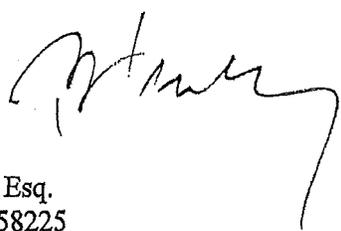
Although this agreement for services is between the Client and the Firm, the Firm and the Client recognize that the Firm's work may be subject to oversight from the Attorney General's Office subject to Attorneys Hanley and Keeley receiving appointments as Special Assistant Attorneys General.

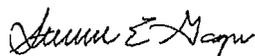
The Firm reviews its rates annually, and the rates quoted above may be subject to change at the end of any calendar year. In addition to the rates set forth above, you will also be responsible for reasonable costs, including but not limited to investigative costs, expert witness fees, court and stenographers' fees, and out-of-state travel expenses. The Firm agrees to discuss with the Client its best faith estimate as to these additional costs before incurring them. At this time, it is impossible to estimate the total cost for legal services to be provided. Statements are issued by the firm on a monthly basis.

I can make no promise or guaranty as to the eventual outcome in this matter. The Firm owes the Client the highest duty of advocacy permissible within the Canon of Ethics, will at all times endeavor to give the Client the best advice under all circumstances, and will work diligently on your behalf.

If there is anything about this agreement you do not understand, please contact me immediately. Otherwise, please sign and date this fee agreement letter and return it to me as soon as possible. We look forward to working with you.

Sincerely,

  
*Pat Hanley*  
Patrick Hanley, Esq.  
Mass. BBO # 658225



\_\_\_\_\_  
Steven E. Gagne  
First Assistant District Attorney

July 27, 2023

\_\_\_\_\_  
Date

BUTTERS BRAZILIAN LLP  
699 BOYLSTON STREET, 12TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

September 6, 2023

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

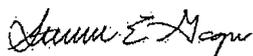
In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending August 31, 2023

		<u>Hours</u>	<u>Amount</u>
8/2/2023	PH Draft Answer.	1.20	420.00
8/3/2023	PH Email correspondence with AAG Casey.	0.10	35.00
8/7/2023	PH Email correspondence with AAG Casey; [REDACTED] [REDACTED] telephone conference with AAG Casey regarding SAAG appointment and supervision of SAAGs; [REDACTED] [REDACTED]	0.50	175.00
8/8/2023	PH Email correspondence with Ms. Von Flatern regarding SAAG approval status and [REDACTED] [REDACTED]	0.10	35.00
8/9/2023	BK Revise draft Answer to Amended Complaint.	1.80	630.00
	PH Review of AG SAAG manual received from AGO Ms. Carey.	0.20	70.00
8/14/2023	BK Final revision of Complaint.	0.60	210.00

		<u>Hours</u>	<u>Amount</u>
8/14/2023	PH Several rounds of revisions on answer and affirmative defenses; sent to client for review; review transcript of interview.	1.00	350.00
8/16/2023	PH Swearing in as SAAG with Ms. Keeley; draft email correspondence to AG Team regarding whether answer needed to be reviewed by AG Team.	1.10	NO CHARGE
8/17/2023	PH Update draft answer and exhibits incorporating revisions from Northwestern team.	1.00	350.00
8/23/2023	PH [REDACTED] served on opposing counsel via email correspondence and filed; update client.	0.40	140.00
8/24/2023	PH Email correspondence with Mr. Kortz, counsel for Mr. Quemere; update client; email correspondence with client.	0.10	35.00
8/30/2023	PH [REDACTED]	0.20	70.00
8/31/2023	PH Telephone conference with Atty. Kortz regarding stay, efficient litigation working towards summary judgment and impact of POST database on the litigation.	0.50	175.00
	For professional services rendered	8.80	\$2,695.00
	Balance due		\$2,695.00

APPROVED



Steve Gagne  
 First Asst. D.A.  
 Sept. 7, 2023

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

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October 3, 2023

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending September 30, 2023

		<u>Hours</u>	<u>Amount</u>
9/1/2023	PH Telephone conference with Ms. Von Flatern regarding telephone conference with Mr. Kortz.	0.20	70.00
9/4/2023	PH Review of Mack v. Bristol DA brief to SJC in connection with potential stay of suit while this case is decided; review of Supervisor's letter in light of issues raised in Mack to consider if Northwestern should seek stay from Quemere - to be discussed further with NWDAO team, particularly ADA Von Flatern.	0.60	210.00
9/5/2023	PH Email correspondence regarding conversation with Mr. Kortz and potential of a stay resulting from the Mack case.	0.20	70.00
9/7/2023	PH Email correspondence with opposing counsel regarding follow-up conference as to stay.	0.10	35.00
9/8/2023	PH Email correspondence with Mr. Kortz regarding conference to discuss stay.	0.10	35.00
9/12/2023	PH Conference call with Mr. Kortz and Ms. Keeley regarding stay and parameters thereof; update client.	0.40	140.00
9/15/2023	PH Frame draft of motion to stay and provide instruction to legal assistant Ms. Guerra.	0.20	70.00

		<u>Hours</u>	<u>Amount</u>
9/18/2023	PH Revise motion to stay; sent to Atty. Kortz for input and review.	0.30	105.00
	JG Motion to Stay.	0.60	45.00
9/22/2023	PH Receipt and review of revisions to Motion to Stay from opposing counsel; exchange of further revisions; email correspondence with client regarding final review.	0.40	140.00
9/28/2023	PH Update Motion to Stay after review by client; email correspondence with opposing counsel; finalize Motion.	0.30	105.00
	For professional services rendered	<u>3.40</u>	<u>\$1,025.00</u>
	Previous balance		\$2,695.00
	Balance due		<u><u>\$3,720.00</u></u>

APPROVED



Steven E. Gagne  
 First Asst. D.A.  
 October 3, 2023

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

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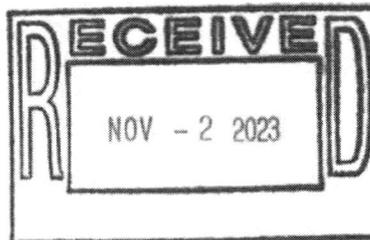
November 2, 2023

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending October 31, 2023

	<u>Hours</u>	<u>Amount</u>
10/5/2023 PH Email correspondence regarding amicus solicitation.	0.10	35.00
10/9/2023 PH Receipt and review of order staying proceedings; update to client.	0.10	35.00
	<u>0.20</u>	<u>\$70.00</u>
For professional services rendered		
Previous balance		\$3,720.00
Accounts receivable transactions		
10/23/2023 Payment received - thank you		(\$2,695.00)
Total payments and adjustments		<u>(\$2,695.00)</u>
Balance due		<u>\$1,095.00</u>



October expenses reviewed and approved.

A handwritten signature in cursive script, appearing to read "Steven E. Gagne".

Steven E. Gagne - First Asst. D.A.  
November 2, 2023

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
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Telephone 617.367.2600  
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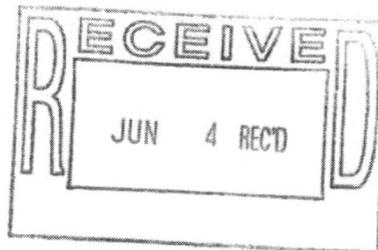
June 4, 2024

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

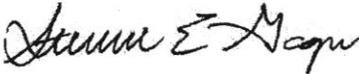
For the period ending May 31, 2024

		<u>Hours</u>	<u>Amount</u>
5/1/2024	PH	Review of Mack decision in preparation for call with ADA Michaels on its impact on public records cases.	0.30 105.00
	PH	Meeting with ADA Michaels and Ms. Keeley re: impact of Mack on Northwestern's case with Mr. Quemere.	0.50 175.00
5/5/2024	PH	Review of email from ADA Michaels and draft response to her about next steps with opposing counsel.	0.20 70.00
5/7/2024	PH	Review of additional documents to supplement public records request. Correspondence with ADA Michaels. Correspondence with Mr. Kortz (Mr. Quemere's attorney).	0.20 70.00
5/8/2024	PH	Telephone call with opposing Attorney re: status report and additional production. Draft email to ADA Michaels to update.	0.30 105.00
5/9/2024	PH	Draft status report and motion to lift stay (unfinished)	0.50 175.00
		For professional services rendered	2.00 \$700.00
		Previous balance	\$70.00



	<u>Amount</u>
Accounts receivable transactions	
12/18/2023 Payment received - thank you	(\$70.00)
Total payments and adjustments	<u>(\$70.00)</u>
Balance due	<u><u>\$700.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
June 4, 2024

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420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

August 1, 2024

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, MA 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending July 31, 2024

	<u>Hours</u>	<u>Amount</u>
7/29/2024 PH    Review of motion to amend complaint; draft email to client re: motion; receipt of response from client; draft email to Mr. Kortz re: assent to motion.	0.30	105.00
For professional services rendered	<u>0.30</u>	<u>\$105.00</u>
Previous balance		\$700.00
Accounts receivable transactions		
7/18/2024 Payment received - thank you		(\$700.00)
Total payments and adjustments		<u>(\$700.00)</u>
Balance due		<u><u>\$105.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
August 1, 2024

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

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Facsimile 617.367.1363

October 2, 2024

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

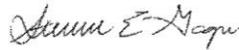
In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending September 30, 2024

		<u>Hours</u>	<u>Amount</u>
9/5/2024	PH Exchange of emails with Mr. Kortz.	0.10	35.00
9/6/2024	PH Receipt of second amended complaint, as filed.	0.10	35.00
9/16/2024	ML Review Mr. Quemere's first amended complaint and NWDOA's answer to the first amended complaint. Review Mr. Quemere's second amended complaint.	2.40	780.00
9/17/2024	ML Review Mack v. District Attorney for the Bristol District, Globe Newspaper Co v. DA for the Middle Dist., and Attorney General v. District Attorney for the Plymouth Dist. Draft answer to second amended complaint.	3.80	1,235.00
9/18/2024	ML Draft answer to Mr. Quemere's Second Amended Complaint.	2.00	650.00
9/20/2024	PH Edit/draft answer to second amended complaint	0.80	280.00
9/27/2024	PH Incorporate client edits; finalize answer; file answer; sent to opposing counsel; update to client; review of Ms. Von Flatern's email re: Paragraph 30 and further review to confirm accuracy of particular response	0.60	210.00
	For professional services rendered	<u>9.80</u>	<u>\$3,225.00</u>
	Previous balance		\$105.00

	<u>Amount</u>
Accounts receivable transactions	
8/13/2024 Payment received - thank you. Check No. 16637	(\$105.00)
10/2/2024 Write off per Patrick Hanley.	(\$350.00)
	<hr/>
Total payments and adjustments	(\$455.00)
	<hr/>
Balance due	\$2,875.00
	<hr/> <hr/>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
October 4, 2024

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

November 1, 2024

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending October 31, 2024

	<u>Hours</u>	<u>Amount</u>
10/4/2024 PH Meeting with Ms. Keeley re: proposed plan to brief issue remaining issue in the case using summary judgment as a vehicle	0.30	105.00
10/10/2024 PH Exchange of emails with client re: proceeding to summary judgment	0.20	70.00
	<u>0.50</u>	<u>\$175.00</u>
For professional services rendered		
Previous balance		\$2,875.00
Accounts receivable transactions		
10/21/2024 Payment received - thank you. Check No. 16821		(\$2,875.00)
Total payments and adjustments		<u>(\$2,875.00)</u>
Balance due		<u><u>\$175.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
Nov. 4, 2024



	<u>Amount</u>
Balance due	<u>\$863.33</u>

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

May 2, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

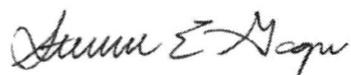
In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending April 30, 2025

			<u>Hours</u>	<u>Amount</u>
4/2/2025	PH	Draft edits to statement of facts and send to client for review.	0.40	140.00
4/9/2025	PH	Email to Client Re: Joint Statement of Facts.	0.10	35.00
4/10/2025	PH	Emails with Client and Mr. Kortz Re: Statement of facts.	0.10	35.00
4/18/2025	PH	Meeting with Client to discuss legal position in light of changes to Rule 14.	0.50	175.00
4/23/2025	BK	Call with POST GC Randy Ravitz; research caselaw on CORI, updates on R. 14; draft memorandum	4.33	1,516.67
	PH	Edit/update Memorandum to client.	1.00	350.00
4/24/2025	JG	Edited memorandum Re: Proceeding to defend Quemere lawsuit for Mr. Hanley and Ms. Keeley's review.	0.30	22.50
	BK	Review and update memorandum	0.83	291.67
4/29/2025	PH	Receipt of two questions from DADA Suhl Re: Redactions; Reviewed applicable cases and responded to Client team; Draft email to Mr. Kortz Re: Joint statement of facts.	0.60	210.00
		For professional services rendered	<u>8.16</u>	<u>\$2,775.84</u>

	<u>Amount</u>
Previous balance	\$863.33
Balance due	<u>\$3,639.17</u>

Reviewed and approved



Steve Gagne  
First Asst. D.A.  
May 3, 2025

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

June 2, 2025

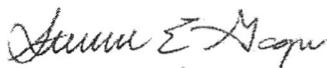
First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
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Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending May 31, 2025

	<u>Hours</u>	<u>Amount</u>
5/2/2025 PH Email exchange with Attorney Kortz Re: Statement of facts.	0.10	35.00
For professional services rendered	<u>0.10</u>	<u>\$35.00</u>
Previous balance		\$3,639.17
Accounts receivable transactions		
5/12/2025 Payment received - thank you. Check No. 17258		(\$863.33)
Total payments and adjustments		<u>(\$863.33)</u>
Balance due		<u><u>\$2,810.84</u></u>

APPROVED



Steven E. Gagne  
First Assistant D.A.  
June 3, 2025

BUTTERS BRAZILIAN LLP  
420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

July 7, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending June 30, 2025

	<u>Hours</u>	<u>Amount</u>
6/25/2025 PH Email to opposing counsel Re: Anticipated summary judgment service.	0.10	35.00
6/30/2025 PH Review summary judgment materials received from Plaintiff; Update to Client; Brief conversation with Ms. Keeley.	0.50	175.00
For professional services rendered	<u>0.60</u>	<u>\$210.00</u>
Previous balance		\$2,810.84
Accounts receivable transactions		
6/16/2025 Payment received - thank you. Check No. 17344. Check No. 17344		(\$2,775.84)
Total payments and adjustments		<u>(\$2,775.84)</u>
Balance due		<u><u>\$245.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
July 8, 2025

BUTTERS BRAZILIAN LLP  
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August 5, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending July 31, 2025

	<u>Hours</u>	<u>Amount</u>
7/1/2025 BK Review Defendants Summary Judgment materials	1.00	350.00
7/19/2025 PH Begin draft of memorandum opposing motion for summary judgment and in support of cross motion for summary judgment.	1.40	490.00
7/22/2025 PH Emails with opposing counsel Re: Summary judgment filings.	0.10	35.00
7/31/2025 PH Begin to draft summary judgment memorandum.	2.00	700.00
For professional services rendered	<u>4.50</u>	<u>\$1,575.00</u>
Previous balance		\$245.00
Accounts receivable transactions		
7/21/2025 Payment received - thank you. Check No. 17398		(\$245.00)
Total payments and adjustments		<u>(\$245.00)</u>
Balance due		<u><u>\$1,575.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
August 6, 2025

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420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
Facsimile 617.367.1363

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September 2, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending August 31, 2025

		<u>Hours</u>	<u>Amount</u>
8/2/2025	PH Draft balance of memorandum in support of summary judgment for NWDAO and opposing summary judgment motion from Plaintiff; Review docket and prior filings.	4.20	1,470.00
8/3/2025	BK Review and provide edits to opposition and cross summary judgement motion	1.00	350.00
	PH Additional feedback from Ms. Keeley on summary judgment memorandum; Sent draft to Client; Email to team Re: Drafting related filings.	0.60	210.00
8/4/2025	PH Email to opposing counsel Re: Response email with Client Re: Timing.	0.10	35.00
8/5/2025	BK Review- review and finalize materials	0.33	116.67
	PH Emails with Ms. Keeley Re: Update to joint statement of facts.	0.10	35.00
	JG Review memorandum in support of cross-motion for summary judgment; Draft motion for summary judgment and Rule 9C certificate for filing.	0.60	45.00
8/6/2025	PH Review of Client feedback on summary judgment memorandum; Respond to Client briefly.	0.30	105.00

	<u>Hours</u>	<u>Amount</u>
8/7/2025 PH Finalized summary judgment memorandum, summary judgment motion; Review all exhibits and submit to opposing counsel; Follow-up emails with opposing counsel.	1.00	350.00
8/19/2025 PH Email exchange with opposing oounsel re: summary judgment filing	0.10	35.00
8/20/2025 PH Email to client re: summary judgment hearing date	0.10	35.00
	<hr/>	<hr/>
For professional services rendered	8.43	\$2,786.67
Previous balance		\$1,575.00
Accounts receivable transactions		
9/2/2025 Payment received - thank you. Check No. 17516		(\$1,575.00)
		<hr/>
Total payments and adjustments		(\$1,575.00)
		<hr/>
Balance due		\$2,786.67
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APPROVED

Steven E. Gagne  
 First Asst. D.A.  
 Sept. 3, 2025

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BOSTON, MASSACHUSETTS 02116

Telephone 617.367.2600  
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October 2, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending September 30, 2025

	<u>Hours</u>	<u>Amount</u>
9/15/2025 PH Correspondence with opposing counsel re: hearing date	0.10	35.00
For professional services rendered	<u>0.10</u>	<u>\$35.00</u>
Previous balance		\$2,786.67
Balance due		<u><u>\$2,821.67</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
Oct. 2, 2025

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420 BOYLSTON STREET, 4TH FLOOR  
BOSTON, MASSACHUSETTS 02116

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December 2, 2025

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending November 30, 2025

	<u>Hours</u>	<u>Amount</u>
11/30/2025 PH    Review of competing summary judgment memos, source materials, old notes/memos, use cocounsel to create document summaries, identify key documents needed for reference in argument (bring exemplars), draft email to client reminding of hearing	1.70	595.00
For professional services rendered	<u>1.70</u>	<u>\$595.00</u>
Previous balance		\$35.00
Balance due		<u><u>\$630.00</u></u>

APPROVED



Steven E. Gagne  
First Asst. D.A.  
Dec. 2, 2025

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January 6, 2026

First Assistant District Attorney Steven E. Gagne  
Northwestern District Attorney's Office  
One Gleason Plaza  
Northampton, NH 01060

In Reference To: *Representation of Northwestern District Attorney's Office in the Matter of Andrew Quemere v. Northwestern District Attorney's Office*  
*Suffolk Superior Court Docket No. 2384CV01341*

For the period ending December 31, 2025

		<u>Hours</u>	<u>Amount</u>
12/2/2025	PH Review of arguments in advance of hearing on 12/3/25	0.20	70.00
12/3/2025	BK Court Appearance-prep for hearing with Attorney Hanley; Suffolk Superior Court- Summary Judgement hearing	2.00	700.00
	PH Court Appearance - prep and court hearing on cross-motions for summary judgment.	2.50	875.00
	PH Draft email to client recapping hearing.	0.10	35.00
12/9/2025	PH Receipt of reporter call; sent to client for follow-up; emails with client and client's press liaison.	0.20	70.00
	For professional services rendered	<u>5.00</u>	<u>\$1,750.00</u>
	Previous balance		\$630.00
	Balance due		<u><u>\$2,380.00</u></u>

