

**SECOND AMENDMENT TO
AGREEMENT**

THIS AGREEMENT is made and entered into as of this 7th day of May, 2013,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC")

a body corporate and political subdivision of the State of Florida
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MORPHOTRUST USA, INC.
(hereinafter referred to as "MORPHO")

whose principal place of business is
296 Concord Road, Suite 300
Billerica, MA 01821

WHEREAS, SBBC and Integrated Biometric Technology, LLC entered into an Agreement dated December 15, 2009 (hereinafter referred to as "Agreement"), under RFP 29-067N – Fingerprinting and Background Check Services for the purpose of providing fingerprinting and background check services; and

WHEREAS, Integrated Biometric Technology, LLC, has changed its name to MorphoTrust USA, Inc. ("MORPHO"), as the result of a merger of Integrated Biometric Technology, LLC into MORPHO on or around December 28, 2012. All references to "L-1" in the First Amendment and original Agreement are hereby changed to MORPHO.

WHEREAS, the Parties mutually desire to further amend certain provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amend Provisions.** The Parties hereby agree to the following amended provisions to the Agreement.

2.1 **Amended Tiered Price Proposal.** An amended tiered price proposal is attached hereto as Attachment A and shall now include include Charter Schools. MORPHO shall perform services upon request for background screening of Charter School employees.

2.2 **Option to include SBBC as a fingerprinting site for Charter Schools.** MORPHO will provide an additional workstation setup (PC, finger scanner, camera, backdrop and software) to be operated by SBBC staff at an SBBC location. This workstation, including maintenance activities, will be treated the same as the other workstation components, as a part of the per click rate, and will remain MORPHO property at the conclusion of the contract. All applicants being processed at this location will be scheduled online in order to capture all appropriate data, including disclosure data. MORPHO will collect all appropriate fees, and remit the SBBC fee as identified in the Tiered Price Proposal. A one-time installation and training fee of \$2,000 will be paid to MORPHO by SBBC upon completion of successful installation and testing of the workstation at the SBBC location.

SECOND AMENDMENT TO AGREEMENT (Continued)

3. **Order of Priority.** In the event of a conflict between the following documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

First: this Second Amendment to Agreement; then
Second: First Amendment to Agreement; then
Third : Agreement; then
Fourth: Addendum No. 1 of RFP 29-067N; then
Fifth: RFP 29-067N – Fingerprinting and Background Check Services; then
Sixth: Proposal submitted in response to the RFP by L-1

4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

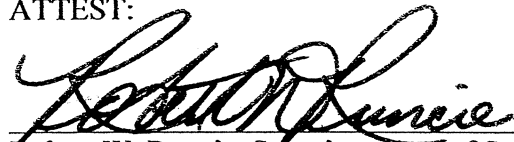
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


ATTEST:



Robert W. Runcie, Superintendent of Schools

By 
Laurie Rich Levinson, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

FOR MORPHO

(Corporate Seal)

MORPHOTRUST USA, INC.

ATTEST:

_____, Secretary

- or -

Samuel [Signature]
Witness

[Signature]
Witness

By: [Signature]

Print Name: Robert Ekel

**The following Notarization is Required for Every Agreement Without Regard to Whether
The Party Chose to Use a Secretary's Attestation or Two (2) Witnesses**

STATE OF Massachusetts

COUNTY OF Biddlesex

The foregoing instrument was acknowledged before me this 15 day of April, 2013
by Robert Ekel of MORPHOTRUST USA, INC., on behalf of the
Name of Person

corporation/agency. He/She is personally known to me or produced license
as identification and did/did not first take an oath.

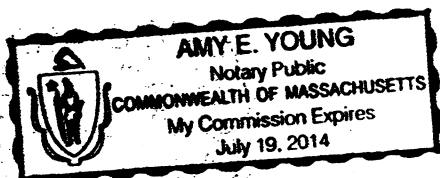
-My Commission Expires:

Amy E. Young
Signature - Notary Public

(SEAL)

Amy E. Young
Printed Name of Notary

NA
Notary Commission Number



TIERED PRICE PROPOSAL

	< 20,000 (Issuances + Renewals)		> 20,000 (Issuances + Renewals)	
Contractor	<u>Issuance</u>	<u>Renewal</u>	<u>Issuance</u>	<u>Renewal</u>
Morpho Fee	\$13.00	\$19.00	\$9.25	\$9.45
FDLE/FBI Fee	\$40.50		\$43.25	
Applicant Retention Fee	\$24.00		\$24.00	
SBBC Fee*	\$14.25	\$1.00	\$18.00	\$5.55
Total	\$91.75	\$20.00	\$94.50	\$15.00
Dual Purpose	<u>Issuance</u>	<u>Renewal</u>	<u>Issuance</u>	<u>Renewal</u>
Morpho Fee	\$30.00	\$19.00	\$9.25	\$9.45
FDLE/FBI Fee	\$40.50		\$43.25	
Applicant Retention Fee	\$6.00	\$6.00	\$6.00	\$6.00
SBBC Fee*	\$14.25		\$14.25	
Total	\$73.75	\$25.00	\$76.50	\$15.45
FSSR Applicants	<u>Issuance</u>	<u>Renewal</u>	<u>Issuance</u>	<u>Renewal</u>
Morpho Fee	\$13.00	\$19.00	\$9.25	\$9.45
FDLE/FBI Fee				
Applicant Retention Fee	\$0.00	\$0.00	\$0.00	\$0.00
SBBC Fee*	\$7.00	\$1.00	\$7.00	\$1.00
Total	\$20.00	\$20.00	\$15.00	\$15.00
Lost Replacements		<u>Renewal</u>		<u>Renewal</u>
Morpho Fee		\$19.00		\$9.45
FDLE/FBI Fee				
Applicant Retention Fee		\$0.00		\$0.00
SBBC Fee*		\$1.00		\$5.55
Total		\$20.00		\$15.00
Charter Schools	<u>Instructional</u>	<u>Non-Instructional</u>		
Morpho Fee	\$15.00	\$15.00		
FDLE/FBI Fee	\$40.50	\$40.50		
Applicant Retention Fee	\$0.00	\$0.00		
SBBC Fee*	\$14.50	\$14.50		
Total	\$70.00	\$70.00		

(*) SBBC Fees are at the discretion of SBBC and may be adjusted as desired to produce a lower or higher cost to the applicant.

MORPHO will be processing Charter School employees for fingerprinting and badging. The cost for software modification, including the registration site and client is \$4,000. The cost to migrate SBBC charter data into MORPHO system there is a \$150 per hour fee.