

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: FENWAY COMMUNITY HEALTH CTR		COMMONWEALTH DEPARTMENT NAME: Department of Public Health	
Legal Address: (W-9, W-4): 1340 BOYLSTON ST BOSTON, MA 02215-4302		MMARS Department Code: DPH Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Justina Kahn	Phone: 857-347-5079	Billing Address (if different):	
E-Mail: jkahn@fenwayhealth.org	Fax:	Contract Manager: Deandra Russo	Phone: 857-363-0475
Contract Vendor Code: VC6000162305		E-Mail: Deandra.russo@mass.gov	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 <i>(Note: The Address ID must be set up for EFT payments.)</i>		MMARS Doc ID(s): INTF2330MM3234730275	
		RFR/Procurement or Other ID Number: 234730	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to _____, 20____ Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed 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>390,541.67</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Purchased Human & Social Serv. For Clients Med.Post Overdose Support Teams			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>09/30, 2022</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>09/29, 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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>Nov 12, 2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen LaPointe</u> Print Title: <u>Chief Executive Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>1/19/2023</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



**CONTRACTOR LEGAL NAME: FENWAY COMMUNITY HEALTH CTR
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000162305**


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ellen LaPointe	Chief Executive Officer
Jane Powers	Chief of Staff, Executive VP
Luis Rivera	Chief Financial Officer
Jordina Shanks	Chief Operating Officer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


[Ellen LaPointe \(Nov 12, 2022 12:38 EST\)](#)

Signature

Date: Nov 12, 2022

Title: Ellen LaPointe

Telephone: 857-313-6506

Fax:

Email: elapointe@fenwayhealth.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Scope of Services

Contract ID #: INTF2330MM3234730275

New Contract

To Implement Post Overdose Support Team (POST) programs; a person-centered model for offering post overdose support and resources to individuals who have recently experienced or witnessed a non fatal overdose and their social networks

Multi Budget Amendment Guidance

- **Contract attachment upload requirement supporting budget changes with all MM3/M03/M04 cost reimbursement formal contract increase/decrease and or line-item requests >25% of the current fiscal year total amendment packages**
 - **The contract attachment upload requirement you provide supports transparency and clarity of budget modifications where there are multiple budgets in a single contract.**
 - **PTS tasks support and alert, you to the uploading requirement**
-

Vendor: **FENWAY COMMUNITY HEALTH CTR**

Activity Type: **Post Overdose Support Teams**

Contract ID: **INTF2330MM3234730275**

Total # of current fiscal year budgets 2

Amended total # of current fiscal year budgets (if applicable) 2

The budget changes supportive of this amendment are:

- **New Budget 1 – Settlement Period Budget (9/30 – 10/31/22)**
 - Amount: 16,791.67
 - Justification: This budget is to cover the costs that were incurred during the break in contracts from old contract (INTF2330MM3W21014183) on SAMHSA SOR2 and new contract on SAMHSA SOR3. The settlement period is due to delays on the DPH processing side. The Post Overdose Support Team services provided by the vendor during this time period continued despite being off contract.
- **New Budget 2 – SAMHSA State Opioid Response Grant 3 FY23 Budget (11/1/22 – 6/30/23)**
 - Amount: 130,000.00
 - Justification: This budget is to support the SAMHSA SOR3 funded Post Overdose Support Team activity type for the balance of FY23.



**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH
CONFIDENTIALITY AGREEMENT
HUMAN SERVICES TERMS AND CONDITIONS**

RFR # 234730

I. GENERAL PROVISIONS

Section 1.

The Department of Public Health (Department) is a hybrid entity under the Health Insurance Portability and Accountability Act (HIPAA). The Program is a non-covered component and therefore not subject to the HIPAA Privacy or Security Rules. The Department is subject to the Fair Information Practices Act (FIPA) and since the Department is providing to the Provider and/or the Provider is creating Personal Data on behalf of the Department, a confidentiality agreement is required by the Department as part of this contract. The Provider FENWAY COMMUNITY HEALTH CTR in its performance of its duties under the contract(s) awarded pursuant to this procurement (the RFR and all attachments to it are referred to collectively as the Contract) is a holder of Personal Data.

Section 2. The Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all Personal Data that the Provider may receive from and/or create on behalf of the Department in the performance of its duties and responsibilities under the contract, and to ensure that the Department through its Provider complies with FIPA, as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the contract.

II. DEFINITIONS FOR USE IN THIS SECTION

All terms used, but not otherwise defined herein, shall be construed in a manner consistent with FIPA and other applicable state or federal privacy or confidentiality laws.

"Data Subject" means an individual to whom Personal Data or Protected Health Information refers.

"Electronic Media" means:

- Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-

to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

“Holder” (referenced herein as Provider) means any person or entity which contracts or has an arrangement with an agency (DPH) whereby it holds personal data as part or as a result of performing a governmental or public function or purpose.

“Personal Data” (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information or criminal offender record information as defined in G.L. c. 6, § 167. Protected Health Information, as defined below, constitutes a subset of personal data.

“Protected Health Information” (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Provider receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. Hereinafter, this agreement shall use PD to refer to all PD, including PHI.

“Security Incident(s)” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

III. OBLIGATIONS OF THE PROVIDER

Section 1. Compliance with State and Federal Law. The Provider acknowledges that in the performance of this Contract, it may receive Personal Data (PD). The Provider acknowledges that by accepting the PD, it becomes a “holder” of the “Personal Data” within the meaning of Mass. Gen. Laws. c. 66A, FIPA, and will comply with the requirements of that law as well as all other applicable state or federal laws governing the privacy or security of any data received or created under the Contract.

Section 2. Agreements by Third Parties. If the Department authorizes the Provider in advance to engage a subcontractor or an agent, and such subcontractor or agent receives PD from or creates or receives PD on behalf of the Provider or Department, the Provider shall obtain and maintain a written agreement with each agent or subcontractor. The agreement shall provide that such agent or

subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Provider pursuant to this Contract with respect to such PD, including but not limited to, implementing reasonable safeguards to protect the PD. All provisions of the Contract apply to all such PD, whether in the possession of the Provider or any agent or subcontractor. The Provider is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Contract. Upon request, the Provider shall provide the Department with a copy of the written terms between the Provider and the subcontractor or agent.

Section 3. Security: Appropriate Safeguards. The Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PD. Such safeguards shall meet, at a minimum, industry best practices standards and specific standards for privacy and security established by the Department and the Commonwealth. Appropriate safeguards shall include, at a minimum:

- Providing appropriate privacy and security training for each of its employees, agents, or subcontractors who will have access to the Department's PD.
- Requiring each of its employees, agents, or subcontractors having any access to or use of the PD to comply with applicable laws and regulations relating to confidentiality, privacy, and security of the PD.
- To the extent that the Provider's employees physically work on site at the Department, they shall be subject to the Department's Confidentiality and Security Policies and Procedures.
- Not removing any PD from Commonwealth premises, unless authorized under the contract.
- Protecting the physical and electronic security of the PD, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the PD, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Laptop security – When a laptop maintaining PD is not in use, the PD must be secured as encrypted files, or in an encrypted volume on the hard drive or on a CD. (Example: PGP Disk File and Disk Encryption). Laptops or CDs must not be left unattended and must be stored securely in locked cabinets or rooms.
- Portable electronic media, if authorized to be used to maintain PD, must include encryption functionality, and must be stored in locked cabinets or rooms.
 - *USB Thumb Drives* must have password or biometric protection to provide for encrypted file security. The encryption must be enabled whenever the PD is not being used. (Example: the *Lexar Jumpdrive Secure*)
 - PD stored on a *CD-Rom* must be maintained in an encrypted file. (Example: WinZip 9 with 256 bit AES encryption)

- **Data Backup** – The Provider shall backup PD as is necessary to provide for the integrity and availability of all information required to perform Provider's obligations under the Contract. The Provider shall ensure the security of all backup tapes and storage media.
- If the Department's PD is stored on backup tapes, which cannot be segregated from other data maintained by the Provider due to the choice of backup media and system, the Provider shall continue to ensure the privacy and security of the Department's PD so long as the backup media is needed. All protections pertaining to any PD covered by the Agreement shall remain in force for so long as the Provider maintains such PD. To the extent feasible a separate back-up tape should be utilized for the PD under this contract.
- **Media Sanitization** - Unless otherwise authorized under the terms of the contract, all copies of any Department PD stored on electronic storage media, including thumb drives, controlled by the Provider, must be destroyed upon termination of the Agreement. PD must be destroyed so that it cannot be recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction.
- Upon request, the Provider shall furnish the Department with a description of the steps it has taken to prevent use or disclosure of the PD not authorized by this Contract and agrees to allow authorized representatives of the Department access to premises where the PD is kept for the purpose of inspecting security (physical and electronic) arrangements.

Section 4. Non-Secure Transmissions Prohibited. The Provider agrees that it will not transmit the PD over any unsecured network or over any wireless communication device.

- Transmissions of PD over the Internet are limited to secure transmission protocols approved in writing by the Department
- All PD hosted by the Provider, and accessible remotely, including via the Internet, must be secured through the use of Firewalls and other perimeter security technologies and must be approved in writing by the Department.

Section 5. Reporting of Disclosures or Security Incidents. The Provider agrees that it will notify the Department under this Contract both orally and in writing no later than (1) business day following discovery or notice of:

- any use or disclosure of PD not allowed by this Contract,
- any security incident involving or potentially involving the Department's PD

Section 6. Mitigation. The Provider shall mitigate, to the extent practicable, any harmful effect that is known to the Provider of its use or disclosure of PD in violation of the Contract or any security breach. The Provider shall in consultation with the Department take measures that the Department deems appropriate to recover the PD and prevent a future breach of the confidentiality and security of the PD. The

Provider shall report to the Department the results of all mitigation actions taken. Nothing in this Section shall be deemed to waive any of the Department's legal rights or remedies that arise from the Provider's unauthorized use or disclosure of the PD or security breach.

Section 7. Notice of Request for Data. The Provider agrees to notify the Department within five (5) days of the Provider's receipt of any legal request, court order, or subpoena for PD. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, the Provider agrees to cooperate fully with the Department in such challenge.

Section 8. Access to PD.

- A. The Provider shall provide the Department with access to or copies of any PD that it maintains pursuant to the contract.
- B. The Provider shall also provide access directly to an individual's PD, subject to restrictions, if the individual makes the request directly to the Provider, as shall be necessary to meet its obligation under M.G.L. c. 66A.
- C. Such access or copies shall be provided to the Department or individual within five (5) days of the request.

Section 9. Availability of PD for Amendment. The Provider shall allow an individual to make requests to amend his or her PD that the Provider maintains and for which the Provider is the source, subject to restrictions. The Provider shall also make any amendment(s) to PD that it received from or created or received on behalf of the Department that the Department directs, in order for the Department to meet its obligations under M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

Section 10. Accounting of Disclosures. The Provider shall document PD disclosures and required information related to such disclosures, as is necessary for the Department to respond to an individual's request for accounting of disclosures. The Provider agrees to provide to the Department or the individual, within ten (10) days of the request an accounting of disclosures of PD. At a minimum, the Provider will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PD, and if known, the address of such entity or person, (iii) a brief description of the PD disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

Section 11. Access to Records. The Provider shall make available to the Department its internal practices, books, and records including policies and procedures relating to the use and disclosure of the PD received from the Department, or created or received by the Provider on behalf of the Department as well as security procedures. The Department shall determine the time and manner for making such material available.

IV. PERMITTED USES AND DISCLOSURES BY THE PROVIDER.

Section 1. Uses and Disclosures of PD. The Provider agrees to use or disclose PD that it receives from and/or creates or receives on behalf of the Department only as specified in this Section IV .

A. To Perform the Contract (MDPH to check one)

The Provider's responsibilities under the contract require only the use of PD. The contract does not require the disclosure of any PD to administer or fulfill the purposes of the contract and therefore, the Provider is prohibited from disclosing any PD to any other entity other than to the Department. The Provider shall give the Department full access to such PD for purposes of auditing the performance of the Provider under the Contract and as the Department determines is otherwise necessary.

If the box above is checked, Sections 8 (B), 9, and 10 of Part III of this agreement do not apply.

The Provider may use or disclose PD, or create PD on behalf of the Department, as is necessary for the Provider to administer or perform the functions, activities and services that are required to satisfy its obligations under the Contract. This shall include providing the Department with full access to such PD for purposes of auditing the performance of the Provider under the Contract and as the Department determines is otherwise necessary for: (1) providing treatment to individuals receiving services under the contract; (2) the payment for or reimbursement of those services; and/or (3) health care operations. Operations shall include reporting to the Department to fulfill state or federal reporting requirements. If the Provider concludes that a client authorization is required for the release of personal data to the Department as required in this section, the Provider agrees to timely secure client authorizations.

B. For Publication or Presentation

No results or findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior written approval by MDPH. All proposed publications or releases must be submitted for review and comment to MDPH at least thirty days prior to the date of the proposed release for the purpose of ensuring that at a minimum:

- No individual case level data are released;
- All aggregate data are in compliance with the MDPH aggregated data release standards;
- All materials developed with data provided or created pursuant to this contract shall clearly reflect the source of the data, and funding, if applicable, as the Massachusetts Department of Public Health;
- All MDPH recommendations are addressed prior to publication; in certain instances the inclusion of a disclaimer may be required.

The Provider understands that Department approval pursuant to the conditions outlined in this subsection is required prior to any distribution by electronic media of data interpretation or findings derived from the data provided, and that any such distribution must be in read-only format. For purposes of this Agreement, publication by electronic media includes the Internet, the Provider's extranet, electronic bulletin board or newsgroups, RSS or Atom-based syndication, or similar communication modes utilizing the electronic dissemination of information.

C. For Research: The Provider agrees that it may not disclose PD received from MDPH or created or received pursuant to the contract with the Department for research purposes without the written approval of the MDPH Research and Data Access Review (RaDAR) Committee for the specific research.

D. The Provider, as a holder of PD under M.G.L. c. 66A, may disclose PD only as authorized by statute or regulations or by the data subject, if the data subject is entitled to access.

Section 2. Minimum Necessary. The Provider agrees to take reasonable steps to limit the amount of PD used and/or disclosed pursuant to Section 1 of this subsection to the minimum necessary to achieve the purpose of the use and disclosure.

V. TERMINATION OF CONTRACT WITH THE PROVIDER

Section 1. Termination of Contract. Upon termination of the Contract for any reason, including breach of its obligations regarding PD, client records shall be

handled by the Provider in accordance with Section 4 of the Commonwealth's Terms and Conditions for Human and Social Services.

Section 2. Survives the Termination of the Contract. Notwithstanding any other provision concerning the term of the Contract, all obligations of the Provider and protections pertaining to the privacy and security of PD under this Agreement shall continue so long as the Provider retains any PD covered under this agreement.

VI. MISCELLANEOUS PROVISIONS

Section 1. Remedies. Nothing in this Agreement shall be construed to waive or limit any of the Department's legal rights or remedies that may arise from the Provider's unauthorized use or disclosure of Personal Data or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve the Provider of any obligations as set forth herein nor be construed as a waiver of any of the Provider's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by the Provider.

Section 2. Interpretation. Any ambiguity in this contract shall be resolved to permit the Department to comply with M.G.L. c. 66A, and any other law pertaining to the privacy or security of Personal Data.

The provider has caused its duly authorized representative to execute this Agreement.

FENWAY COMMUNITY HEALTH CTR

(Insert Name of the Provider)

By Ellen LaPointe 
Ellen LaPointe (Nov 12, 2022 12:38 EST)

Title Chief Executive Officer

Date Nov 12, 2022

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

FY	2023-2025
Contract ID	INTF2330MM3234730275

SUBCONTRACTOR IDENTIFICATION LIST FOR DIRECT CARE SERVICES

(206) Subcontracted Direct Care: Client care or other program services which are a primary and integral part of the total program but which are furnished to the program, under contract, by a separate program of another provider.

Provider Name: Fenway Community Health Center
DPH Program Name: BSAS SOR: Post Overdose Support Teams

Submitted by: Ellen Date: 8/23/2022 Phone: 857-313-6506
 Provider/Vendor Authorized Signature
Ellen LaPointe
 Print Name

Approved by: _____ Date: _____ Phone: _____
 DPH Program Manager

 Print Name

INSTRUCTIONS:

Providers/vendors must complete and submit to DPH at the time of **initial contract execution** for each fiscal year AND when **subcontract dollars and/or vendors/providers are added or deleted**. (Including line item adjustments). This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

- Providers are to complete this form for each fiscal year when subcontracted \$ are budgeted in UFR Code 206.
- Providers are to complete this form with any amendments including line items that modify UFR Code 206.
- Identify the Subcontractor and Federal ID number along with \$ amounts and description of service provided in less than 200 words (Individuals are not recorded on this form, they belong in UFR Code 201 consultants)
- \$ identified as TBD will require status updates which POS will request quarterly

Subcontractor Name	FEIN	Subcontract Amount	Type of Service provided and number of service units, if applicable	TBD
Somerville Police Dept	04-6001414	\$20,000 per FY	Post Overdose Follow Up Services	<input type="checkbox"/>
Everett Fire Dept	04-6001386	\$20,000 per FY	Post Overdose Follow Up Services	<input type="checkbox"/>
Cambridge Police Dept	04-6001383	\$20,000 per FY	Post Overdose Follow Up Services	<input type="checkbox"/>
Total		\$ 60,000 per FY		<input type="checkbox"/>

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

				<input type="checkbox"/>
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Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.