

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: CITY OF SOMERVILLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health	
Legal Address: (W-9, W-4): 93 HIGHLAND AVE SOMERVILLE, MA 02143-1740		MMARS Department Code: DPH	
Contract Manager: Kelley Hiland		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Phone: 617-366-7471		Billing Address (if different):	
E-Mail: khiland@somervillema.gov		Contract Manager: Derek Westhaver	
Fax:		Phone:	
Contractor Vendor Code: VC6000192138		E-Mail: Derek.A.Westhaver@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD_001		Fax: 617-624-5017	
(Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF5264P01223127055	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
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 type="checkbox"/> Department Procurement (includes all grants §15 CMR 2.00) (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 Employment Status Form , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to <u>06/30, 2024</u> . Amendment: Enter Amendment Amount: \$ <u>300,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" 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 checked="" type="checkbox"/> Commonwealth Terms and Conditions <input 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 <i>new</i> Total if Contract is being amended). \$ <u>1,200,000.00</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 type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" 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.) Renewal with Maximum Obligation Change			
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 checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 2024</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , <u>20</u> <u> </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>06/30, 2026</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>Kathana Balkentyne</u> Date: <u>5/22/24</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathana Balkentyne</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Sharon Dyer</u> Date: <u>5/31/2024</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>	

Sub Recipient Notification

The purpose of this communication is to fulfill the requirement established in 2 CFR 200. 331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:

1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services; and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication **only** pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:

1. Commonwealth of Massachusetts Standard Contract form;
2. Purchase of Service – Attachment 3 - Fiscal Year Program Budget (if applicable);
3. The appropriate Commonwealth Terms and Conditions; and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

Contract Number: INTF5264P01223127055

Vendor Name - FEIN: CITY OF SOMERVILLE - 046001414

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2022	93.323	4512-0194	BUILDING AND ENHANCING EPIDEMIOLOGY, LABORATORY AND HEALTH INFORMATION SYSTEMS CAPACITY IN MA	CDC	09/16/2021	06/30/2022	\$300,000.00
Grand Total of 2022							\$300,000.00
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2023	93.323	4512-0194	BUILDING AND ENHANCING EPIDEMIOLOGY, LABORATORY AND HEALTH INFORMATION SYSTEMS CAPACITY IN MA	CDC	07/01/2022	06/30/2023	\$300,000.00
Grand Total of 2023							\$300,000.00
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount

2024	93.323	4512-0194	BUILDING AND ENHANCING EPIDEMIOLOGY, LABORATORY AND HEALTH INFORMATION SYSTEMS CAPACITY IN MA	CDC	07/01/2023	06/30/2024	\$300,000.00
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Grand Total of 2024							\$300,000.00
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<u>Fiscal Year</u>	<u>CFDA</u>	<u>Appropriation</u>	<u>Grant Name</u>	<u>Agency Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
2025	93.323	4512-0194	BUILDING AND ENHANCING EPIDEMIOLOGY, LABORATORY AND HEALTH INFORMATION SYSTEMS CAPACITY IN MA	CDC	07/01/2024	06/30/2025	\$109,000.00

Grand Total of 2025							\$109,000.00
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<u>Fiscal Year</u>	<u>CFDA</u>	<u>Appropriation</u>	<u>Grant Name</u>	<u>Agency Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
2026	93.323	4512-0194	BUILDING AND ENHANCING EPIDEMIOLOGY, LABORATORY AND HEALTH INFORMATION SYSTEMS CAPACITY IN MA	CDC	07/01/2025	06/30/2026	\$191,000.00

Grand Total of 2026							\$191,000.00
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