



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Mental Health

25 Staniford Street

Boston, Massachusetts 02114-2575

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

BROOKE DOYLE
Commissioner

(617) 626-8000

www.mass.gov/dmh

Patty Contente
Somerville Police Department
93 Highland Ave
Somerville, MA 02143

June 20, 2023

Dear Deputy Superintendent Contente,

I am writing regarding your DMH Jail Diversion grant (SCDMH822017081810000) which is pending renewal for fiscal year 2024. DMH is offering your organization an opportunity to renew your current grant for the upcoming fiscal year. Should you wish to renew your grant please follow the instructions below:

Attached please find a Standard Contract Form (SCF) for your C.I.T.- TTAC Jail Diversion grant program for FY24. Please complete an FY24 Budget Worksheet (Attachment D) for dates of service 7/1/23 - 6/30/24 and sign the Standard Contract form. In addition, if any programmatic changes are proposed, please discuss with your DMH grant manager and if approved, record these on the Attachment A (amendment summary form) within the FY24 entry. Please email these back to me and please mail all the original forms to me as soon as possible at the address below. If you have any questions, please feel free to email me Kimberly.Dubois@mass.gov.

Thank you,

Kimberly DuBois

Kimberly DuBois
Department of Mental Health
25 Staniford Street
Boston, MA 02114

Encl.: SCF
Attachment A
Attachment D
Budget Worksheet

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 (POLICE DEPARTMENT) (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: DEPARTMENT OF MENTAL HEALTH MMARS Department Code: DMH	
Legal Address: (W-9, W-4): 93 HIGHLAND AVE, Somerville MA 02143		Business Mailing Address: 25 STANIFORD STREET, BOSTON MA 02114	
Contract Manager: CHARLES FERMINO	Phone: 617-625-1600 X7206	Billing Address (if different):	
E-Mail: CFEMINO@POLICE.SOMERVILLE.MA.US	Fax: 617-628-4936	Contract Manager: Jini Zhang	Phone:
Contractor Vendor Code: VC6000192138		E-Mail: jini.zhang3@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCDMH822017081810000	
		RFRR/Procurement or Other ID Number: 2017-DMH-3024-01 BD-8642	
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		__XCONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>JUNE 30, 2023</u> Enter Amendment Amount: \$298,280.00 ___ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <u>X</u> Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ___ <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> . ___ 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.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). <u>\$2,135,050.00</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: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ 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.) <u>JAIL DIVERSION PROGRAM CIT-TTAC SERVICES. FY24 Renewal. Obligations were incurred by City of Somerville in the approximate of \$49,714 for the time period of 7/1/23-8/31/23 prior to the effective date of this contract (for which a payment obligation has been triggered) and are intended to be part of this contract and shall be considered a final Settlement and Release of those obligations after reconciliation verifying the exact amount of such obligations which are incorporated herein, and upon payment of these obligations, City of Somerville forever releases the Commonwealth from any further claims related to these obligations. The payment set forth in this section shall be the final payment DMH makes to City of Somerville for the work that occurred prior to the effective date of this contract.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <u>X</u> 3. were incurred as of <u>7/1, 2023</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>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.			
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, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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 <u>801 CMR 21.07</u> , 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>Katjana Ballantyne</u> Date: <u>9-13-2023</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Thuy-Nhung Nguyen</u> Date: <u>8/31/23</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Katjana Ballantyne</u> Print Title: <u>Mayor</u>		Print Name: <u>Thuy-Nhung Nguyen</u> Print Title: <u>Director of Accounting</u>	

ATTACHMENT D: DMH BUDGET WORKSHEET

City of Somerville – Somerville Police Department

July 1, 2023 to June 30, 2024

I. Personnel:	Base Salary	FTEs	Base Salary	Amt. to be covered by DMH Grant	*Other Grant Support
Director, COHR Office, Somerville Police Dept.	44.83/hr.	16 hrs.0.4 FTE	717.28	0	37,298.56 In Kind
Co-Director MB CIT TTAC	42.2473/hr.	1 FTE	1,689.89	88,212.26	0
Coordinator of Law Enforcement Partnerships	29.89/hr. Fringe	1 FTE	1,195.55	62,407.71 8,568.00	0
Project Assistant, Somerville Police Dept.	26.02/hr. Fringe	1 FTE *pro-rated Aug. 14 th start date	1,040.80	44,754.40* 10,113.20*	0
Senior Crime Analyst, Somerville Police Dept.	45.0638/hr.	5 hrs. 0.125 FTE	225.32	0	11,716.59 In Kind
Financial Analyst, Somerville Police Dept.	44.83/hr.	2 hrs. 0.05 FTE	89.66	0	4,662.32 In Kind
Training Supervisor Somerville Police Dept.	63.54/hr.	4 hrs. 0.10 FTE	254.16	0	13,216.32 In Kind
Andover Police Sgt and Supervisor of Detective Unit	62.30/hr	4hrs. 0.10 FTE	249.20	0	13,008.24 In Kind
Backfill For Officers			60,000.00	25,000.00	30,000.00
Backfill Outside Dept.			40,000.00	12,000.00	28,000.00 In Kind
Professional Services				22,000.00	
Honoraria				15,000.00	
Subtotal:				288,055.57	
II. Other Direct Costs					
Equipment					
Supplies			14,000.00	5,000.00	9000.00
Printing			2,000.00	1,000.00	1000.00
Food			4,224.43	4,224.43	0
Subtotal:				10,224.43	
III. Indirect Costs					
TOTAL GRANT REQUEST:			\$298,280.00		

S	C	D	M	H	8	2	2	0	1	7	0	8	1	8	1
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ATTACHMENT A: CONTRACT SUMMARY FORM

FY 21

Renewal Option 1

SUMMARY OF REVISIONS, RENEWALS, AND/OR FISCAL CHANGES

Provider Name:	City of Somerville, Police Department		
Program Name:	Jail Diversion Prgm.- CIT-TTAC	Program Code:	PP
Program Location(s):	Somerville, MA		
Annualized projected capacity of services to be provided within the Fiscal Year:			
	CIT & Other Training Hours		

Specify additional contract terms and conditions, changes to terms and conditions, and/or retirement of any terms and conditions as agreed to when filing an amendment or renewal. Provide a brief narrative explaining any fiscal changes made to the program's Budget. Any programmatic/specification changes which occurred during any prior year's amendments/renewals remain in effect unless otherwise specified or subsequently modified by new amendment(s). Attach a copy of the program staffing pattern only if they were changed by a newly filed amendment or renewal.

FY24

July 2023. This is funding for the fifth year of five options to renew this grant award. The Department's maximum obligation amount for this full year of services is \$298,280. No changes to scope, terms or conditions.

FY23

July 2022. This is funding for the fourth year of five options to renew this grant award. The Department's maximum obligation amount for this full year of services is \$298,280. No changes to scope, terms or conditions.

FY22

July 2021. This is funding for the third year of five options to renew this grant award. The Department's maximum obligation amount for this full year of services is \$298,280. No changes to scope, terms or conditions.

FY21

July 2020. This is funding for the second year of five options to renew this grant award. The Department's maximum obligation amount for this full year of services is \$298,280. No changes to scope, terms or conditions.

FY20

July 2019. This is funding for the first year of five options to renew this grant award. The Department's maximum obligation amount for this full year of services is \$298,280. No changes to scope, terms or conditions.

- Re-allocation of \$1,000 from *Professional and Technical Services* line into *Printing* line for costs related to an additional 7th 40hr. CIT training; 3 new E911 Dispatch Trainings and continued support of our various other trainings including Blue Courage, Recovery Coach Academy, and MHFA.
- Re-allocation of \$3,100 from *Professional and Technical Services* line into our *Supplies* line to add a 3rd Blue Courage class, to support supplies for Recovery Coach Academy and MHFA classes, and to purchase additional materials relative to an increase demand for Blue Courage and other advanced trainings.

FY19

July, 2018. This is an annual roll of the grant award. Funding for third year of three, including the annualization of funds added with Amendment 1 in FY18. The maximum obligation amount for this full year of services is \$298,280.

FY18 Amendment 1

October, 2017. Upward amendment of \$167,370 for expansion of training services from approximately 3,600 CIT training hours per year to approximately 7,200 CIT training hours per year and expansion of technical assistance capacity. FY18 amount of full program cost as a result of this amendment is \$256,370. The annualized full program cost as a result of this amendment is \$298,280.

This amendment will increase program staffing by an additional net amount of 2.0 FTE as follows:

New Position:	Co-Director, 1.0 FTE;
Position Enhancement:	Coordinator, increase from 0.5 to 1.0 FTE
Position Enhancement:	Project Assistant, increase from 0.5 to 1.0 FTE

for a total FY18 staffing of 3.75 FTE.

The CIT-TTAC will provide six 40-hour CIT trainings in FY18, and will develop and provide four brief advanced and specialty CIT trainings and webinars (e.g.: risk assessment & liability, CIT leadership, CIT refresher, HIPPA exceptions for LE, CIT for dispatchers, CIT for Youth training [CIT-Y], etc.).

Expansion of technical assistance capacity will include additional staff time allotted to existing technical assistance specifications and the following additional activities:

- The CIT-TTAC will work with DMH towards expanding the number of CIT trained officers in an increasing number of towns across the Commonwealth. Though service to established partners will be prioritized by the CIT-TTAC, it will also work with DMH

- Work with DMH forensic services to establish a way to incentivize police departments to develop and use CIT policies.
- Work with DMH forensic services to spread use of the JDP database to all police departments who partake in CIT training.
- Work with the designated DMH forensic services management staff to further evolve CIT in the region, through CIT-TTAC support. For example, to work with DMH and other CIT-TTAC's to develop a state standardized CIT training, to identify advanced CIT trainings needs, to examine what a CIT Coordinator role consists of, and to participate in CIT-TTAC reviews.
- The development of a proposed data reporting form with DMH Forensic Services' input, that captures all relevant program activities occurring during a quarter and demonstrates that the DMH approved services plan is being met if program data extends beyond that captured in Attachment B of the RFA. The data sheet that is developed should be drawn from and may replicate aspects of the DMH Quarterly Data Forms attached to the RFA, but will also need to additionally include the above bulleted activities.
- Participation of the police department and associated program representatives at required DMH Jail Diversion Program meetings (currently held quarterly).
- Performance of activities in accordance with the DMH approved service delivery plan, as may be amended from time to time by the parties in writing.
- Timely submission of agreed upon data by the 15th of the month for the preceding month of a quality acceptable to DMH.
- Notice of any request to do research regarding the Program/Center and/or inquiries from the press. All research must meet DMH regulatory requirements and the grantee must work with DMH to respond to press inquiries.

Documentation:

- A copy of the proposed data reporting form and/or submission of relevant data to the electronic Jail Diversion Program database.
- A quarterly narrative submitted by the 15th of the month for the preceding quarter that describes program activities and accomplishments including: a description of applicable diversions and how the Police Department has integrated particular policies relevant to the management of persons with mental health concerns. Such narrative must demonstrate progress toward the achievement of all deliverables as outlined in the RFA response. The narrative should also provide a summary of what is working and what is not working for the program as a mechanism to provide a self-assessment of the program and opportunities for improvement. The quarterly narrative or report form will also need to include all relevant activities on Attachment A above.
- As needed, a description of proposed changes to the service delivery or policy development plan when requested and a description of why such changes will improve the program.