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The Commonwealth of Massachusetts

Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

MARYLOU SUDDERS
SECRETARY
MONICA BHAREL, MD, MPH
COMMISSIONER
Tel: 617-624-6000
www.mass.gov/dph

June 17, 2016

TO: City Of Somerville

RE: Contract# INTF2359P01163818014

Attached please find a copy of the fully executed Standard Contract Form between your Agency and the Department of Public Health.

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If you have any questions, please contact me at 617-624-6190.

Sokonthea An

POS Contract Manager

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. Cilck 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 under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

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| CONTRACTOR LEGAL NAME: | COMMONWEALTH DEPARTMENT NAME: Department Of Public Health |
| City Of Somerville | MMARS Department Code: DPH |
| (and d/b/a): | |
| <u>Legal Address</u> : (W-9, W-4,T&C): | Business Mailing Address: |
| 93 Highland Ave, Somerville, MA 02143-1740 | 250 Washington Street, Boston, MA 02108 |
| Contract Manager: Mayor, Joseph Curtatone | Billing Address (if different): |
| <u>E-Mail</u> : mayor@somervillema.gov | Contract Manager: Sokonthea An |
| <u>Phone</u> : 617-6256600x2100 Fax: unknown | E-Mail: Sokonthea.An@MassMail.State.MA.US |
| Contractor Vendor Code: VC6000192138 | Phone: 617-624-6190 Fax: 617-624-5017 |
| Vendor Code Address ID (e.g. "AD001"): AD001. | MMARS Doc ID(s): INTF2359P01163818014 |
| (Note: The Address ld Must be set up for <u>EFT</u> payments.) | RFR/Procurement or Other ID Number: 163818 |
| NEW CONTRACT | X CONTRACT AMENDMENT |
| PROCUREMENT OR EXCEPTION TYPE: (Check one option only) | Enter Current Contract End Date Prior to Amendment: 06/30, 20 16. |
| Statewide Contract (OSD or an OSD-designated Department) | Enter Amendment Amount: \$ <u>8.676.00</u> (or "no change") |
| Collective Purchase (Attach OSD approval, scope, budget) | AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) |
| | X Amendment to Scope or Budget (Attach updated scope and budget) |
| Emergency Contract (Attach justification for emergency, scope, budget) | Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) |
| <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>Legislative/Legal or Other</u> : (Attach authorizing language/justification, scope and | Legislative/Legal or Other: (Attach authorizing language/justification and updated |
| budget) | scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. | |
| X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services | |
| 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. 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.) X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 37,596.00 . 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:agree to standard 45 day cyclestatutory/legal or Ready Payments (G.L. c. 29, § 23A); X 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 or Extension Only | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: | |
| X 2. may be incurred as of 07/01, 20 16, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. | |
| 3, were incurred as of, 20, 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 of06/30, 20_17_, 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 makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, 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: (Signature and Date Must be Handwritten At Time of Signature) Print Name: | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: Date: |
| Print Title: MAYOC. | Print Name: Sharon Dyer . Print Title: Director, Purchase of Service Office . |
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