

Fenway Community Health Center Subaward to Somerville Police Department

This Agreement is entered into between the parties, the Pass Through Entity and Subrecipient named below, for the performance of a portion of the Statement of Work originally awarded to Fenway Health. The parties agree to the following terms and conditions:

Federal Awarding Agency:
Substance Abuse and Mental Health Services
Administration ("SAMHSA")

CFDA No. / Assistance Listing
93.243

Pass Through Entity ("BSAS")
MA Department of Public Health
Bureau of Substance Addiction Services
250 Washington Street
Boston, MA 02108

Federal Award Number:
H79SP082725

Pass Through Entity ("FH")
Subrecipient of BSAS
Name: Fenway Community Health Center, Inc
Address: 1340 Boylston Street, Boston, MA 02215-4302

MDPH BSAS Award Number:
INTF2330MM3234730275

Subrecipient of FH
Name: The City of Somerville Police Department
Address: 220 Washington Street, Somerville, MA 02143
DUNS: 100033265
UEI: KV62KX4QF3N8

Subrecipient ID:
3032129 - SPD

Subaward Period of Performance:
Start: 07/01/2025 End: 6/30/2026

Subaward Value:
Amount Funded This Action: \$10,000
Total Amount Obligated: \$10,000

Project Title: Post Overdose Support Teams (POST)

1. **Subrecipient's Work:** SPD shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in the Scope of Services outlined in this Subaward.
2. **Limitation on Costs:** FH is not liable for any cost in excess of the amount listed above as "Total Amount Obligated" without prior formal modification to this Subaward. Attachment A, "Approved SPD Budget," is hereby made part of this Subaward.
3. **Payment:**
Payment under this Agreement is contingent upon FH's continued receipt of Federal Grant Funds. This Agreement is funded in whole or in part through Federal Grant Funding received by FH. In the event FH is blocked or prevented from receiving those funds or there is a delay in FH's receipt of those funds, FH will notify SPD immediately that FH will be unable to pay any unsubmitted invoices unless or until FH receives the Federal Grant Funds.

SPD shall submit invoices to FH for expenses incurred on a monthly basis. Payments shall not exceed the maximum obligation of the subcontract.

Monthly invoices must include the Purchase Order number provided by FH, the period of service and total amount expended; the nature of the services rendered and their relevance to the scope of services outlined in this subcontract agreement, the name of the individual(s) providing the service(s), and certification as to truth and accuracy of invoice. Back up documentation to support the expenses is required. All invoices should be sent to:

accountspayable@fenwayhealth.org

cc: Jkahn@fenwayhealth.org

4. **Incorporation of Terms and Conditions:** In the performance of this Subaward, all terms and conditions outlined in Attachment D are hereby made part of this Subaward.
5. **Entire Agreement:** This Subaward constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this Subaward shall be made in writing and must be signed by an authorized representative of each party.

IN WITNESS WHEREOF, duly authorized representative of the parties have entered into this Subaward as of the date of the last signature set forth below:

Fenway Health Signature

Jason Levy

Name: Jason Levy

Title: Chief Financial Officer

Date: 08/17/25

City of Somerville Signature

Katjana Ballantyne

Name: Katjana Ballantyne

Title: Mayor, City of Somerville

Date:

This agreement is made between **Fenway Community Health Center, a provider (herein referred to as "FH")**, currently under grant agreement with the Massachusetts Department of Public Health, Bureau of Substance Addiction Services ("BSAS") who is currently under agreement with the Substance Abuse and Mental Health Services Administration ("SAMHSA"), and the **City of Somerville Police Department ("SPD")**, a subcontractor having its principal office at 220 Washington Street, Somerville, MA 02143.

WHEREAS, BSAS was awarded federal funding under SAMHSA award number H79SP082725 and subcontracted a portion of these services to FH;

WHEREAS, FH was awarded a subcontract under the BSAS award number # INTF2330MM3234730275 and wishes to subcontract a portion of these services to SPD;

WHEREAS, the Access Drug User Health Program of FH ("Access") and SPD share a commitment to improving services for those at risk of drug overdose; and

WHEREAS, SPD represents itself as able and prepared to provide such services;

NOW, therefore, in consideration of the undertaking specified herein, FH and SPD hereby agree to the following:

Engagement

FH enters into this subcontract agreement with SPD to assign certain services as specified in the Contract Agreement ID#**INTF2330MM3234730275** between FH and BSAS.

The subcontract shall include the scope of services below outlining the roles, responsibilities, and resources provided by FH and SPD.

The Parties

- A. Fenway Community Health Center (FH) is a federally qualified community health center located in Boston, Massachusetts, serving individuals and families from throughout

Greater Boston. AIDS Action, the public health division of Fenway Health, operates Access: Drug User Health Program (Access), which is one of several state-sanctioned and state-funded syringe exchange programs in Massachusetts and one of the state's pilot sites for the distribution of naloxone, a nasal spray provided to PWIDs and their network of supportive family and friends to reverse potentially fatal overdose. Access also provides outreach, education, harm reduction counseling, and linkage to health care and treatment services.

- B. City of Somerville Police Department. SPD is the municipal law enforcement agency for the City of Somerville. Among its divisions is COHR (Community Outreach, Help & Recovery). COHR is a civilian unit whose mission is to promote care integration by building partnerships between and among behavioral health providers and the criminal justice system. COHR is staffed by an LICSW, LADC, Mental Health Counselors and graduate level interns, and is responsible for outreach and follow up on police calls for service that involve behavioral health issues, as well as training for community and law enforcement, and jail diversion. COHR offers the CCAR Recovery Coach Academy and Mental Health First Aid training for law enforcement and collaborates with community partners to host forums that inform best practice approaches to supporting recovery.

History of collaboration

Access and the Somerville PD, specifically the COHR Division, have a long history of collaboration including their work on the Community Stakeholder Meeting on Mental Health, Addiction and Criminal Justice and the OPEN Massachusetts Opioid Abuse Prevention Collaborative (MOAPc) cluster. Access and Somerville PD began coordinating community trainings together starting in 2014. These entities have worked effectively to provide overdose after care and follow up since 2018 through BSAS State Opioid Response funding which was renewed in 2020 and 2022. Through the most recent BSAS procurement, this work will continue through June 30, 2026 with options to renew contingent on continued funding from BSAS.

Roles and responsibilities related to the *Post-Overdose Support Teams Program*

- A. FH/Access. As lead agency for this grant, Fenway Health agrees to:
1. Hire, train, and provide supervision of its outreach team.
 2. Provide professional liability insurance for its staff.
 3. Provide quality assurance throughout the project.
 4. Supply nasal naloxone and overdose education to participants of program.
 5. Provide referral and linkage to harm reduction, treatment and health care services to participants reached through post-overdose follow-up outreach.
 6. Develop and maintain a written POST program policy for participating program partners.

7. Coordinate with Partners re: outreach visits, expectations.
8. Enter into data sharing and confidentiality agreement with SPD.
9. Receive monthly invoices from SPD and process for payment.

B. SPD. As a partnering organization that provides public safety services to residents of Somerville, SPD agrees to:

1. Disseminate information regarding opioid-related 911 calls to Access staff in a timely manner.
2. Provide transport to-and-from the homes of participants on an as needed basis.
3. Provide first-responder accompaniment on post-overdose follow-up outreach. Outreach will be scheduled with consideration for officer availability and Somerville Police Department staffing needs.
4. Enter into data sharing and confidentiality agreement with FH.
5. Submit monthly invoice to FH for cost reimbursement.

Resources to be contributed and staff responsible for program planning and implementation

A. FH/Access. As lead agency for this grant, FH will provide all necessary infrastructure and supporting resources to ensure the overall success of the state-funded program, including office space, computers and supplies, and travel expenses for Fenway Health staff. Roles of responsible staff include the following:

- Dana Longobardi, Director of Administration, Public Health Prevention Programs. Oversee all Access program services, activities, and community relationships and supervise Access Program Manager
- Brian Sink, Program Manager, Access Program. Manage all Access initiatives and provide oversight for the Post Overdose Support Teams project. Supervise the Outreach Coordinator.
- TBH, Outreach Coordinator, Access Program. Establish communication channels and processes with community partners. Supervise Overdose Aftercare Outreach Specialist.
- Nansi Salem, Overdose Aftercare Outreach Specialist. Partner with the Somerville Police Departments to share data related to overdose and to conduct post-overdose visits to survivors and family to provide support.

B. SPD will provide staff and resources necessary to fulfill their roles and responsibilities as detailed above. Roles and responsibilities of staff include the following:

- Jennifer Korn, COHR/CIT Co-Director: Provide program oversight and guidance on project implementation.
- Meredith Willis, Senior Crime Analyst: Oversee dissemination of opioid related 911 call data.
- Chief Shumeane Benford: Assign supervisor to schedule officer participation in outreach activities.

The subcontract shall also include a Data Sharing and Confidentiality Agreement that outlines the terms surrounding the transmission, storage, and disposal of personal data (Attachment B)

The Parties enter into this agreement while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this agreement shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this agreement. Nothing in this agreement shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this agreement. Nothing in this agreement shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this agreement is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

Qualifications

SPD shall be required to demonstrate to the satisfaction of FH that it has the capacity and the capability to effectively administer the Subcontract and agrees to establish and follow management controls to reasonably assure that the program achieves their intended results; programs and resources are protected from waste, fraud, and mismanagement; laws and regulations are followed, and reliable and timely information is obtained, maintained, reported and used for decision making.

Location of Services

The address(es) of the program site(s) to be used in providing services shall be specified below:
PROGRAM SITE(S): 220 Washington Street, Somerville, MA 02143

Period of Performance

The anticipated period of performance for this subcontract shall be twelve months, extending between **07/01/2025 to 6/30/2026.**

SPD recognizes that either BSAS or FH may terminate this Subcontract in accordance with section 4 of the Commonwealth Terms and Conditions for Human and Social Services (Attachment D), which has been signed by FH. Funding for each year of this subcontract is subject to appropriation by the Massachusetts legislature and/or the federal government during the year in which the services are delivered. This Subcontract automatically terminates in the event that the contract, upon which it is based, between FH and BSAS and/or between BSAS and SAMHSA, terminates.

Payment

FH shall pay the SPD for services rendered in accordance with the budget outlined in Attachment A of the Subcontract and the payments there under shall not exceed the maximum

obligation of the Subcontract:

- 1) Maximum Obligation of the Subcontract: \$10,000
- 2) Payment Terms
 - a. Monthly invoices must include the Purchase Order number provided by FH, the period of service and total amount expended; the nature of the services rendered and their relevance to above scope of services, the name of the individual(s) providing the service(s), and certification as to truth and accuracy of invoice. Back up documentation to support the expenses is required.
 - b. Invoices will be submitted electronically via email to accounts payable@fenwayhealth.org
cc: jkahn@fenwayhealth.org.
 - c. All invoices and documentation of expenditure must be received within 30 days of the expiration date of the grant budget period. Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year.
 - d. SPD is responsible for ensuring the accuracy of all invoices submitted to FH. FH may, with the consent of SPD, adjust any invoices submitted by SPD. A copy of any adjusted invoice shall be promptly sent to SPD. If FH expects payment to be delayed beyond any specified payment period herein, it shall promptly notify SPD.

Payment under this Agreement is contingent upon FH's continued receipt of Federal Grant Funds. This Agreement is funded in whole or in part through Federal Grant Funding received by FH. In the event FH is blocked or prevented from receiving those funds or there is a delay in FH's receipt of those funds, FH will notify SPD immediately that FH will be unable to pay any unsubmitted invoices unless or until FH receives the Federal Grant Funds.

Amendments

Amendments to this subcontract require prior approval from FH. Changes in the subcontract line item budget representing less than a 10% increase in any budget category must be approved by FH but do not need approval of BSAS.

Default

A default shall consist of any use of grant funds for a purpose other than those authorized by this Agreement, noncompliance with the Terms and Conditions, noncompliance with or any material breach of the agreement, or failure to expend grant funds in a timely manner. Upon due notice to SPD of the occurrence of any such default and the provision of a reasonable opportunity to respond, FH may take one or more of the following actions:

- 1) Ask SPD to submit progress schedules for completing approved activities
- 2) Issue a letter of warning advising SPD of the default, establishing a date by which the corrective actions must be completed and putting SPD on notice that more serious actions will be taken if the default is not corrected or is repeated.
- 3) Direct SPD to suspend, discontinue or not incur costs for the affected activity.

- 4) Reduce the subcontracted amount of the grant.
- 5) Direct SPD to reimburse the program accounts for costs inappropriately charged to the program.
- 6) Continue the grant with a substitute subcontractor selected by FH.

Integration

The following are hereby made a part of this Subcontract:

- 1) Attachment A: Approved SPD Budget
- 2) Attachment B: Data Sharing and Confidentiality Agreement
- 3) Attachment C: Fully Executed Commonwealth of Massachusetts Standard Contract Form and Subrecipient Notification
- 4) Attachment D: Commonwealth Terms and Conditions for Human and Social Services

This Subcontract is conditioned upon there having to be entered into and at all times their remaining in effect; a fully executed Contract between FH and BSAS (Attachment C) including the Commonwealth Terms and Conditions for Human and Social Services, herein after referred to as the Terms and Conditions (Attachment D). This document is hereby made part of this subcontract. In no case shall any provisions set forth in the subcontract agreement limit or amend the provisions of the Terms and Conditions, and in cases where a provision of this subcontract conflicts with that of the Terms and Conditions, the Terms and Conditions shall prevail.

This subcontract supersedes all oral agreements, negotiations, and representations pertaining to particular services in the subcontract for the period of performance in said subcontract.

Pursuant to Section 9 of the Terms and Conditions, FH shall be responsible to BSAS for the performance of any subcontractor. As BSAS has furnished federal funds to FH, which are being passed down to SPD, SPD must comply with applicable federal single audit, cost principles, and administrative requirement standards. For more information about allowable expenses, see 45 CFR part 75 Subpart E Cost Principles and the HHS Grants Policy Statement. The requirements of 45 CFR part 75 apply to this award.

FH and SPD each hereby represents that the information contained in this Subcontract is complete and accurate to the best of its knowledge.

In addition, SPD hereby certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participants in this transaction by any Federal department or agency.

IN WITNESS WHEREFORE, the parties hereto caused this subcontract to be executed by their duly authorized officers.

For Fenway Health

Jason Levy 08/17/25

Sign and Date

Jason Levy, Chief Financial Officer

Print Name and Title

For City of Somerville

Katjana Ballantyne 8/26/2025

Sign and Date

Katjana Ballantyne, Mayor City of Somerville

Print Name and Title

Appendix A:
City of Somerville Police Department (SPD) Approved Budget

SPD Program: Community Outreach, Help & Recovery (COHR)

Budget Dates: July 1, 2025 – June 30, 2026

Project: Somerville Police/COHR Overdose Aftercare Program

Continued partnership with ACCESS to provide outreach and aftercare services to individuals who are experiencing opioid addiction as well as other substance misuse. Over the last several years, SPD has had a successful partnership with ACCESS, partnering with a harm reduction specialist, COHR clinician and Police Officer to conduct door knocks to individuals as well as businesses where and overdose has occurred. The program has resulted in increased naran access, awareness of the range of supports available to someone who is in active use and psycho education in the community on best practices to support individuals.

Below is a breakdown of SPD's planned use of funds:

Overtime and backfill to cover the below activities	\$7,500
Professional Technical to cover training related costs:	<u>\$2,500</u>
Total Budget:	\$10,000

Bi weekly door knocks/outreach in community, average cost for 4hr officer shift is \$260 x 20 weeks	\$5260
National Take Back Day occurs bi annually, there will be two events during the grant period; October 2024 and April 2025. Each event requires 2 officers for a full shift. Estimated cost is \$1120/event.	\$2240
These funds would be utilized to support costs related to training. Supplies, printing and conference fees related to substance use disorders.	\$2500
Total requested	\$10,000

Appendix B: Data Sharing and Confidentiality Agreement

The Data Sharing and Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all personal data that Fenway Health may receive from Somerville Police Department in the performance of its duties and responsibilities under Post-Overdose Support Teams (POST) contract #INTF2330MM3234730275 with the Massachusetts Department of Public Health Bureau of Substance Abuse Services (BSAS).

Background and Purpose

Through the Post-Overdose Support Teams contract, the Somerville Police Department will identify overdose survivors for follow up by Fenway Health and SPD within 48 of the overdose in order to provide harm reduction coaching, prevention training, Narcan, information about PrEP, PEP, and HCV treatment, and/or referrals to addiction treatment and recovery support services, as needed.

Terms and Conditions

In order to safeguard the personal data of overdose survivors and comply with both the Health Insurance Portability and Accountability Act (HIPAA) and the Criminal Justice Information Services (CJIS) privacy policies, Fenway Health and Somerville Police Department agree to the following:

- Identifiable information of overdose survivors will be shared by SPD with members of Fenway Health's Access Program during regularly scheduled Post Overdose Outreach Meetings. Overdose data may be shared either verbally or by allowing Access team members to view printed reports from SPD's overdose database during these meetings.
- No identifiable information will be transmitted electronically
- Any hand written notes containing identifiable information will be destroyed using a shredding machine as soon as the information is no longer needed.
- Any identifiable information captured by the Access Program for the purposes of engaging in the initial contact of an overdose survivor will be maintained in a password protected Excel Spreadsheet and stored on a secure server at Fenway Health. The spreadsheet data will be permanently deleted when it is no longer needed to engage with the client, or within 30 days of the funding period end date.
- The Access Program uses REDCap, a secure online database, for data reporting purposes for SOR grants. The Access Program Team reports certain information to the funder, including the zip code where the overdose occurred, pertinent details surrounding the overdose event, and any work the Overdose Aftercare Team did with the survivor. All information inputted into the POST REDCap reporting system will be de-identified. The

Access program will not report any identifiable information without written authorization from the participant.

The parties to this Agreement shall adhere to the terms and specifications as outlined.

Jason Levy

09/02/25

Jason Levy
Chief Financial Officer
Fenway Community Health Center, Inc.

Date

For City of Somerville Police Department

7/31/2025

Sign and Date

Katjana Bellastyne

Print Name and Title



Appendix D: COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

This Commonwealth Terms and Conditions for Human and Social Services form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division/Division of Purchased Services (OSD), for use by Commonwealth of Massachusetts ("State") Departments and Contractor organizations that contract to provide Human and Social Services to Commonwealth clients. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions for Human and Social Services will be incorporated by reference. Its provisions are in addition to the requirements contained in [808 CMR 1.00](#) and any Human and Social Services Contract(s), as well as any applicable requirements contained in [801 CMR 21.00](#).

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, unless otherwise permitted by [801 CMR 21.00](#), the effective start date of a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of Secretariat authorization pursuant to [M.G.L. c. 29, § 29B](#).

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with [801 CMR 21.00](#), [808 CMR 1.00](#) and the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). In no event shall payments under any Contract exceed the rate or maximum obligation of the Contract or be directed to off-set costs which are not reimbursable under Commonwealth contracts under any provision of law, including [M.G.L. c. 7, § 56](#) and [808 CMR 1.00](#). Upon determination by the Department that the Contractor has not provided services to the extent billed, has billed for services to any client who the Contractor knew or should have known was ineligible for services according to the terms of the Contract, has received duplicate or otherwise excess payments, has used Contract payments for non-reimbursable expenses or otherwise failed to perform in accordance with the terms of the Contract or [808 CMR 1.04](#), the Department may, upon reasonable notice and opportunity for correction, delay, disallow, set-off or recoup payments.

3. Contractor Payment Mechanism. The Contractor will be paid using the Comptroller's payment system unless a different payment mechanism is agreed upon in the Contract. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

4. Contract Termination Or Suspension.

a. Procedures. A Contract shall terminate on the date specified in that Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon any of the events or conditions set forth below. During the notice period for termination, the parties may agree to adjust the termination conditions, including the effective date contained within the notice of termination. Grounds

and procedures for termination are: i) Immediate Termination: Absence of Funding or Emergency. A Contract shall terminate immediately upon receipt of written notice of termination under the following conditions: the absence of appropriation, allotment, availability or authorization to the Department to discharge its obligations under the Contract in the fiscal year; a party's default, breach or any intervening casualty which poses an immediate threat to the life, health or safety of a client; the indictment of the Contractor or one of its principals or officers for an offense or offenses related to the provision of services; fraudulent activities on the part of the Contractor in its dealings with the Commonwealth; or the filing for bankruptcy by a Contractor. ii) Early Termination: Breach or Default, Reduction of Funding or Change in Law. A Contract may be terminated by providing notice of termination effective not less than forty-five (45) calendar days after date of notice under the following conditions: either party may terminate if the other party fails to fulfill its obligations under a Contract, including partial or complete non-performance of any provision; there is a reduction of funds appropriated for Contracts; or if any statute or regulation which governs performance is changed, differently interpreted by a court or other competent authority, newly enacted, adopted or promulgated so as to increase the burdens on either party in complying with the terms of the Contract significantly beyond those existing at the time of execution. For termination for breach or default, the party must specify the alleged default or breach in writing, allowing a reasonable time, but not less than thirty (30) calendar days, for correction. For termination due to reduction in funding, the Department may alternatively provide a conditional notice of termination with a proposed amendment to a Contract. iii) Termination without Cause. Either party may terminate the Contract without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.

b. Obligations Upon Termination. Upon termination, the Contractor shall have the following obligations: i) Transfer of Clients. The Contractor shall use its best efforts to provide for the health and safety of clients being served under the Contract for a reasonable period of time, while the Department arranges for their transfer, and shall cooperate fully with the Department's efforts to transfer clients. ii) Client Records. Client records maintained pursuant to the Contract shall remain the property of the Contractor, subject to the provisions of Sections 6, 7 and 11d. However, where the Department has continuing responsibility to provide for the clients funded by the Contract, the Contractor must, upon request, provide to the Department or the new Contractor a copy of the client records of services as authorized by the Department. The reasonable cost of such transfer will be borne by the Department. iii) Reports and Other Documents. All documents, data, studies, and reports related to performance of the Contract shall be submitted to the Department by the Contractor, unless the Department directs otherwise. iv) Furnishings and Equipment. The termination of the Contract does not affect the Contractor's responsibilities with respect to equipment and other property under [808 CMR 1.00](#). v) Payment. The Contractor shall be paid for all authorized services performed up to the date of termination, subject to the provisions of Section 2. In addition, if the Department is required to remove clients from a facility operated by the Contractor and fails to remove said clients, unless otherwise agreed by the parties and subject to the conditions set forth in Section 2, the Contractor will be paid at the rate contained in its terminated Contract for continuing to provide services after the date of termination and until such clients are removed. vi) Subsequent Audit. If a Contract is terminated without inspection, review or audit, the Commonwealth retains the right to conduct an inspection, review, or audit and to disallow reimbursement or recover funds if any finding warrants such action.



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor’s possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department’s public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as required by [808 CMR 1.00](#) and as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Contractor shall maintain adequate written policies and procedures for accounting, management and personnel activities, including but not limited to conflict of interest and nepotism policies. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of records at a reasonable expense.

8. Assignment. No liability, responsibility, obligation, duty or interest under a Contract may be assigned, delegated, assumed or transferred, in whole or in part, without the prior written approval of the Department. However, the Contractor or a court appointed receiver shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor or court appointed receiver must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions for Human and Social Services and a Contract. When the Department furnishes federal funds to the Contractor, which are being passed down to a subcontractor, the subcontract must contain a provision that the subcontractor will comply with applicable federal single audit, cost principles and administrative requirement standards. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring, Employment and Service Delivery. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Contractor shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,

status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities and agrees to comply with any affirmative action programs required by [Executive Order 526](#), or any successor provisions.

11. Human and Social Services Contracting Provisions

a. Board of Directors Standards. If a non-profit organization, the Contractor shall comply with the principles in the Massachusetts Attorney General’s “Guide for Board Members of Charitable Organizations” and with the standards for boards contained in the American Institute of Certified Public Accountants (AICPA)’s statements on auditing standards, as may be amended from time to time. Further, the Contractor specifically agrees that: i) members of the Contractor’s management and immediate family (as defined in the AICPA’s Financial Accounting Standards Board Statement number 57) will not comprise more than 30% of the voting members of the Contractor’s board or any of the board’s committees or subcommittees; and, ii) the Contractor’s Board of Directors will approve the selection of the Contractor’s audit firm, will annually review its executive director’s or other more senior manager’s performance and set that person’s compensation by formal vote, and will meet as frequently as necessary to fulfill the Contractor’s obligations under this section. Where the board meets less than two times during its fiscal year, the Contractor shall submit a description of its board structure and the dates of each board and subcommittee meeting with its Uniform Financial Statements and Independent Auditor’s Report (UFR).

b. Client Care and Use of Funds. The Contractor shall comply with all applicable provisions of law relative to the care of clients and the investigation and reporting of suspected client abuse or neglect. The Contractor shall provide the Department with copies of all legally mandated reports of client abuse or neglect where the alleged abuse or neglect was a direct or indirect consequence of the services rendered under a Contract and shall comply with all additional reporting requirements relative to client abuse and neglect contained in a Contract. The Contractor shall be subject to any standards cited in a Contract for the disqualification of candidates for positions where the candidates have criminal records, for establishing proof of criminal record information of candidates prior to hire and for addressing criminal activities subsequent to hire. The Contractor shall also comply with all laws and regulations and contractual provisions relative to the use of client funds, property or other resources.

c. Annual Financial Reporting Requirements. The Contractor and any subcontractor must comply with all applicable annual financial reporting requirements set forth in [808 CMR 1.00](#) and the instructions to the UFR. Any nonprofit Contractor receiving in excess of the threshold of federal funds through the Commonwealth, as set forth in Office of Management and Budget (OMB) Circular A-133 or successor provision, must comply with the Circular as well.

d. Publications. The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to a Contract, nor shall any such materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor, without the prior written consent of the Department. If the Contractor prepares, publishes or distributes any publication describing any services or programs the cost of which are funded at least in part by a Contract, then any such publication shall, unless the Department directs otherwise, contain a prominently displayed statement to that effect.

e. Additional Provisions Applicable to Contractors Receiving Federal Funds. If the Contractor receives federal funds from the Commonwealth through a Contract, then, in accordance with OMB Circular A-110 or successor



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

provision, it further agrees to the following: i) Equal Employment Opportunity: All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60; ii) Contract Work Hours and Safety Act: If the Contractor employs mechanics or laborers to fulfill its contractual obligations, it will comply with 40 USC § 3141 et seq. as supplemented by 29 CFR part 5.; iii) Clean Air Act and the Federal Water Pollution Control Act: If the Contractor receives more than \$100,000 in federal funds the Contractor agrees to comply with any applicable standards, order, or regulations issued pursuant to 42 USC § 7401 et seq. and 33 USC § 1251 et seq.; and iv) Byrd Anti-Lobbying Amendment: If a Contractor receives \$100,000 or more of federal funds through a Contract, by signing that Contract it certifies it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC § 1352. A Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor supplies, equipment or other materials used for a Contract and for all deliverables, records, documents, files, data, studies and reports which are in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession and, where applicable, ownership and full legal title, to the deliverables, records, documents, files, data, studies and reports are transferred to and accepted by the Department.

14. Forum and Choice of Law. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in

a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions for Human and Social Services, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All formal amendments must be executed by the parties and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions for Human and Social Services, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions for Human and Social Services, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for Human and Social Services as certified by its authorized signatory in the Standard Contract Form.