

Applicant is available to start Grant activities as of: 01/01/2026
(date)

Applicant seeks Grant support to:

- Operate a police-based Jail/Arrest Diversion Program
 - Enhance behavioral health training opportunities to Applicant's law enforcement and/or other first responder personnel
 - Provide a behavioral health training and/or consultation service to law enforcement organizations
 - Provide a community service that supports/receives individuals diverted by law enforcement from arrest, court, or hospital emergency departments.
 - Organize efforts to improve local collaboration between law enforcement and behavioral/social service systems.
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- Applicant has not received DMH Grant Support for Jail Diversion Activities in the past.
 - Applicant has received DMH Grant Support for Jail Diversion activities in the past. This Application is a:
 - Request for a new grant
 - Request for renewal/continuation of existing grant
 - Request for expansion or change of existing grant

B. Statement of Interest:

Applicant's Community Implementation Strategy: [see RFA Section (C)] Please state the Applicant's overarching goal to advance the performance of public safety services in respect to responding to citizens with behavioral health challenges and how the Applicant would envision the requested DMH grant support in furthering the implementation of the Applicant's specific strategic plan(s) for their community:

The overarching goals of the City of Somerville's CIS are to improve police officer & community safety, increase pre-arrest diversion when safe &

appropriate to do so, & provide services, resources, & linkages to treatment for individuals with mental health challenges and/or addiction. To accomplish

this, the Police Dept. will provide officers with high-quality CIT training content in compliance with CIT specifications & standards. In FY26, 7 officers will

attend Metro Boston CIT-TTAC's 40-hr CIT certification training & 25 officers & supervisors will complete the 8-hr CIT recertification. The CIT Coordinators

SRT Officer, & Dept. Training Lt. will assist with trainings and the CIT Coordinators will attend Coordinator and Community Stakeholder Group meetings.

Applicant's Objective(s) (check all that apply)

- Increase collaboration between local law enforcement and behavioral health providers through stakeholder meetings and joint initiatives
- Increase the number of law enforcement and other first responders trained in behavioral health topics and increase the number and type of trainings available
- Increase the quality and consistency of behavioral health training delivered to law enforcement and other first responders
- Support law enforcement and other first responder departments to develop policies and procedures that increase safety and effectiveness when responding to citizens with behavioral health challenges
- Inform decisions on the use of force and other interventions that are used by law enforcement with new skills acquired through behavioral health training
- Increase the likelihood of diversion from arrest for citizens with behavioral health challenges when safe and appropriate to do so.
- Other _____

Applicant's Intended Outcome(s) from grant activity, relative to citizens with behavioral health challenges (check all that apply):

- Positive Change in practice in my community
- Positive Change in policy/procedure in my community
- Positive Change in local resources in my community

C. Proposed Project

Applicant requests Grant support for the following Project(s): (Check any/all that you intend to request support for)

- C.I.T. Program
 - Single Department or Regional {Cost Corridor: \$40K-\$100K}
- C.I.T. - T.T.A.C. {Cost Corridor: \$60K-\$350K}
- Co-Response Program
 - Single Department or Regional {Cost Corridor: \$8K-\$10K per 0.10 FTE of clinician staffing, per program}
- C.R. - T.T.A.C. {Cost Corridor: \$60K-\$350K}
- Component Jail Diversion Program Model
 - Single Department {Cost Corridor: \$20K-\$100K}
 - Regional {Cost Corridor: \$30K-\$200K}
- Training Reimbursement {Cost Corridor: \$5K-\$100K}
- Trainer/Consultant/Research {Cost Corridor: \$2K-\$250K}
- Community Planning {Cost Corridor: \$8K-\$50K}
- Drop-Off Center {Cost Corridor: \$120K-\$350K}
- Behavioral Health Intervention Program {Cost Corridor: \$200K-\$500K}
 - Single Municipality
 - Regional

Total Funds Requested (estimated)

For FY 26 \$ 47,580.00 Is start-up year less than 12 months? Y N Unknown
For FY \$
For FY \$

D. Applicant's Fiscal Condition:

Applicants must be must be of sound financial condition as determined by DMH. Please complete the checklist below:

**DMH reserves the right to request additional financial information from a Bidder/Contractor, at any time throughout the procurement or duration of the applicable Contract if DMH determines that such information is necessary to determine that the Bidder/Contractor is or continues to be in sound financial condition.*

Debarment

- The Applicant is not now, nor in the last five years, has been subject to debarment for state or Federal procurement purposes.
- The Applicant is, or, in the last five years, has been subject to debarment for state or Federal procurement purposes.

Corrective Action Plan

- The Applicant is not presently under a corrective action plan with any agency of the Commonwealth
- The Applicant is presently under a corrective action plan with an agency of the Commonwealth

Audit Resolution Agreement

- The Applicant is not presently under an Audit Resolution Agreement with any agency of the Commonwealth
- The Applicant is presently under an Audit Resolution Agreement with an agency of the Commonwealth

Individual & Business Applicants only:

Solvency

- The Applicant has not been in bankruptcy and/or receivership within the last ten calendar years.
- The Applicant has been in bankruptcy and/or receivership within the last ten calendar years.
- The Applicant has at least four months of adequate cash reserves.
- The Applicant does not have at least four months of adequate cash reserves.

Good Standing

- If incorporated, the Applicant is in compliance with all filing requirements of the state of incorporation and with the Commonwealth of Massachusetts.
- If incorporated, the Applicant is currently out of compliance with all filing requirements of the state of incorporation and with the Commonwealth of Massachusetts.

Tax Compliance

- The Applicant is in compliance with all federal and Massachusetts tax laws.
- The Applicant is not in compliance with all federal and Massachusetts tax laws.

E. Applicant's RFA Response:

The following documents are to be included with the initial submission of this Application Packet. Please check off all items you have included with this submission:

- Grant Application Form
- Project Proposal (See ATTACHMENT F for required content)
- Cost Proposal (See ATTACHMENT G for required content)
- Commonwealth SDP Form 1 (Supplier Diversity Plan) [if requesting funds greater than 150K]
- Job Descriptions of any grant funded positions
- Rate Schedule (provide your payment rate(s) for applicable personnel/services/reimbursements that may be charged to the Grant)
- Organization Chart 1: Host Department/Agency & Grant Oversight
- Organization Chart 2: Proposed Grant Program
- Copies of applicable license(s)/certification(s) [for individual trainers/consultants only]
- 3 Letters of Support [if an organization Applicant]
- Resume and 3 Professional References [if an individual Applicant]

F. Applicant's Official Signature (must be an individual authorized to negotiate for and execute the contract on behalf of the Applicant Organization):



(Signature) Katjana Ballantyne

(Print Name) Mayor

(Title)

(Date) 12/3/2025

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FOR DMH USE ONLY

Date Application Received: _____ Time: _____ Complete: yes no

Received by: _____ Title/Department: _____

Reply to Applicant sent on: _____

Applicant/proposed Project is not qualified and/or Approved.

Applicant and proposed Project is Qualified and Approved, effective _____

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**Somerville Police Department – City of Somerville, MA
Response to RFA BD-18-1022-DMH08-8210B-21306
Jail/Arrest Diversion Grant Program**

**Training/Backfill Reimbursement
Project Proposal**

1) Executive Summary

The Somerville Police Department will implement a CIT Training/Backfill Reimbursement Project to maintain sufficient shift coverage while seven of its officers attend a 40-hour Crisis Intervention Team (CIT) certification training and 25 officers and supervisors take part in an eight-hour CIT recertification session delivered by the Metro Boston Crisis Intervention Team Training and Technical Assistance Center (CIT-TTAC). Our proposed project will also provide overtime for Crisis Intervention Team (CIT) Coordinators, the Special Response Team (SRT) Officer, and the Department Training Lieutenant to assist with seven CIT certification and recertification trainings and for four CIT Coordinators to attend two Coordinator and two Community Stakeholder Group meetings.

Officers who attend CIT training will learn or refresh their understanding of evidence-based approaches to de-escalation, diversion, and stabilization of individuals with mental illness and/or addiction. At the conclusion of the CIT sessions, they will have the communication and risk assessment skills to confidently and effectively engage with and manage individuals with behavioral health conditions who are experiencing an increased level of crisis.

Our project aligns with the Metro Boston CIT-TTAC's Community Implementation Strategy (CIS) by providing the Somerville Police Department's officers and supervisors with access to high-quality training content, supporting the Department's compliance with CIT specifications and standards, prioritizing its consistent use of best practices, and facilitating its ability to connect individuals with treatment and recovery resources. The Metro Boston CIT-TTAC CIS was developed through a public and community-based planning and priority-setting process with the Somerville Community Stakeholder Group on Mental Health, Addiction and the Criminal Justice System.

This proposed project will advance DMH's mission, goals, objectives, and priorities by increasing access to CIT training and building skills to improve the safety and effectiveness of interactions between police officers and individuals with behavioral health and addiction challenges. It will support the Somerville Police Department's goals to improve officer and community safety, increase pre-arrest diversion when it is safe and appropriate to do so, and provide services, resources, and linkages to treatment for individuals in crisis. The Department will define success based on officers' fulfillment of the CIT training requirements, documented increases in their post-training knowledge and skills, and effective shift management and backfill to maintain adequate staff coverage during training sessions.

The Somerville Police Department is requesting a \$47,580 grant for reimbursement of backfill and overtime costs to maintain adequate shift coverage while officers and supervisors attend CIT training sessions; allow CIT Coordinators, the SRT Officer, and the Department Training

Lieutenant to assist with CIT trainings; and enable the CIT Coordinators to participate in required meetings. The grant funds will cover the following costs:

- \$21,840 for CIT certification (7 officers x 40 hours of training x \$78.00 per hour)
- \$15,600 for CIT recertification (25 officers and supervisors x 8 hours of training x \$78.00 per hour).
- \$5,148 for CIT Coordinators, the SRT Officer, and the Department's Training Lieutenant to assist with 7 CIT certification and recertification trainings (1 CIT Coordinator x 4 hours per training x 7 trainings x \$78.00 per hour = \$2,184; 1 SRT Officer x 4 hours per training x 7 trainings x \$78.00 per hour = \$2,184; and 1 Department Training Lieutenant x 1.5 hours per training x 7 trainings x \$78.00 per hour = \$780)
- \$4,992 for CIT Coordinators to attend two CIT Coordinator and two Community Stakeholder Group meetings (4 CIT Coordinators x 4 hours per meeting x 4 meetings x \$78.00 per hour).

2) Applicant Eligibility

The Somerville Police Department is the municipal law enforcement agency for the City of Somerville, and it possesses the necessary leadership, staff capacity, expertise, and infrastructure to coordinate CIT training for its officers and supervisors and provide backfill coverage to ensure appropriate staffing levels are maintained. The Department has 123 sworn officers and three stations. In FY25, it had 62,550 total calls for service and made 351 arrests. Officers documented encounters with individuals impacted by behavioral health challenges indicating when a call for service was related to possible "Narcotics Misuse" or "Mental Health". This allowed the Department's Community Outreach, Help and Recovery (COHR) Unit, our jail/arrest diversion program, to follow up with the community members, businesses, family, or friends present during the call and offer support. In FY25, 756 reports were written and flagged for COHR.

During FY25, six officers received CIT certification or recertification training. Officers who completed CIT recertification training showed a 14.29% increase in jail/arrest diversion knowledge, and assessments indicated a 22.22% increase in their de-escalation skills.

Seventy-five of the Department's officers are due for CIT recertification. Twelve active-duty officers and seven new entry-level officers are in need of CIT certification. These officers are assigned to the Department's Patrol Unit (see attached organization chart), which is supervised by the District Patrol Captain.

The Metro Boston CIT-TTAC is a component of the Somerville Police Department's COHR Unit, whose goal is to build trust and encourage interactions between residents and police officers so that concerns can be addressed before they become problems or crimes. COHR works regularly with Somerville Police Department officers and designated CIT Coordinators, assisting with complex cases, advising patrol, and interacting with patrol officers and community partners to inform response. In FY25, the Somerville Police Department diverted 56 individuals from arrest with assistance from COHR.

CIT Coordinators also participate in quarterly meetings of the Somerville Stakeholder Group on Mental Health, Addiction, and Jail Diversion. During these meetings, officers are able to connect with new service providers and offer insight on the role of law enforcement. CIT

Coordinator meetings held twice a year keep COHR informed of trends, challenges, and success with calls for service for individuals impacted by behavioral health needs.

Within the COHR Unit, the Metro Boston CIT-TTAC provides high-quality CIT training and technical assistance to 85 law enforcement agencies and organizations, including the Somerville Police Department. A CIT Coordinator, Department Training Lieutenant, and member of the Department's Special Response Team (SRT) are critical components of both CIT certification and recertification, assessing utilization of best practice de-escalation skills. In addition to CIT training provided in FY25, Metro Boston CIT-TTAC organized trainings on: Advanced De-Escalation & Documentation (16 hours), CIT for Dispatch (eight hours), CIT for Chiefs & Administrators (12 hours), Rewire4 (eight hours), and Moral Injury, QPR & Safety Planning (four hours). In FY26, CIT-TTAC is collaborating with additional agencies to offer a 16-hour Struggle Well training, an eight-hour Stalking Awareness training, and a revamped eight-hour Moral Injury, QPR & Safety Planning training. Approximately 11 CIT and CIT recertification trainings will be held in FY26; an additional two Psychological First Aid and two CIT for Dispatch trainings will be offered. We estimate trainings and meetings will result in 130 hours of commitment for CIT Coordinators, the SRT Officer, and the Department Training Lieutenant from January through June 2026.

The City of Somerville and the Somerville Police Department are in sound fiscal condition and accept the Commonwealth's Terms and Conditions and any and all additional terms included in the Updated FY23 Massachusetts Jail/Arrest Diversion Grant Program RFA BD-18-1022-DMH08-8210B-21306 and associated attachments and appendices. The Mayor is authorized to engage in the execution of contracts, subcontracts, and memoranda of understanding with partner agencies and organizations.

3) Project Description

a. Community to Be Served: The proposed CIT Training/Backfill Reimbursement Project will serve Somerville, a diverse urban community that is home to 80,407 residents and has a land area of only 4.1 square miles, making it the most densely populated city in New England. 2023 U.S. Census 5-Year American Community Survey (ACS) data show that Somerville's population is 69.5% White, 11.7% Asian, 9.3% biracial/multiracial, 4.6% Black/African American, 4.6% other, and 0.2% American Indian/Alaskan Native. Just over 11% of the city's residents are Hispanic/Latino. The city's poverty rate is relatively low—12.4%—but there is an economic divide between white collar professionals and the many low-income families that have come to Somerville for a better life. Illustrating this divide, 60.2% of Somerville Public Schools students have been designated as high needs and 46.8% as low-income. The city also has 6 Federal and 3 State public housing developments with a total of more than 1,000 housing units.

b. Project Type: The Somerville Police Department will implement a Training/Backfill Reimbursement project that is consistent with our Community Outreach, Help and Recovery (COHR) Unit, an existing jail/arrest diversion program. Seven new entry-level officers will receive training for CIT certification, and 25 officers and supervisors will obtain CIT recertification from the Metro Boston CIT-TTAC, which is a component of COHR. Front-line officers and supervisors will be prioritized for training. The Department will utilize backfill and

overtime to fill gaps in shift coverage while officers attend training sessions. We will also provide overtime for CIT Coordinators, the SRT Officer, and the Department Training Lieutenant to assist with seven CIT certification and recertification trainings and for the CIT Coordinators to attend two CIT Coordinator and two Community Stakeholder Group meetings.

This project was selected to ensure that officers will acquire or update critical skills for communication, risk assessment, de-escalation, diversion, and stabilization of individuals with mental illness and/or addiction. The resulting increase in their knowledge and skills will support and enhance the Department's ability to divert individuals with mental illness or emotional disturbance from incarceration and move them from crisis to stabilization.

c. Grant Activities to Be Undertaken: The component grant activities that will be undertaken are in-service training and backfill shift coverage.

Grant Activities:

- Seven new entry-level officers will complete the Metro Boston CIT-TTAC 40-hour CIT certification class
- 25 front-line officers and supervisors will complete the Metro Boston CIT-TTAC eight-hour CIT recertification class
- CIT Coordinators, the SRT Officer, and the Department Training Lieutenant will provide a total of 66 hours of assistance for seven CIT certification and recertification trainings
- Proper staffing levels will be maintained during CIT training sessions through use of backfill and overtime.
- Four CIT Coordinators will attend two CIT Coordinator meetings
- Four CIT Coordinators will participate in two meetings of the Somerville Community Stakeholder Group on Mental Health, Addiction and the Criminal Justice System

Outcome Statements:

- Enrollment for additional advanced or specialized trainings will increase 10% to expand officer understanding of behavioral health and best practice responses.
- CIT certification and CIT recertification results will indicate a 10% increase in officers' knowledge of the common signs and symptoms of mental illness and evidence-based approaches to jail/arrest diversion
- CIT certification and recertification skills assessment will show a 15% increase in officers' de-escalation skills
- The SRT Officer will co-teach the de-escalation portion of CIT certification and recertification training, taking the lead when the primary instructor is unable to attend.
- The Dept. Training Lieutenant and CIT Coordinator will work together to provide participants with real-time insight and appropriate usage of best practice tactics during scenario training.
- The CIT Coordinators will inform CIT-TTAC staff of training and outreach trends for Somerville Police Department officers, including training requests to support CIT-TTAC's efforts to improve and diversify training offerings.
- Shift schedules will demonstrate that adequate coverage is maintained through appropriate utilization of backfill and overtime.

d. Model: Not applicable for Training/Backfill Grants

e. Roles and Linkages: Not applicable for Training/Backfill Grants

f. Target Population: The target population for CIT certification will be new entry-level officers in the Somerville Police Department. For CIT recertification it will be front-line officers and supervisors whose certification has expired.

The total size of the target population that could receive CIT communication, de-escalation, and stabilization techniques from trained officers is approximately 700 individuals. This estimate is based on the approximately 664 individuals with which COHR worked in FY25.

CIT-trained officers will assist individuals of all ages, but because Somerville has strong and sophisticated jail diversion and mental health programming for youth, it is anticipated that the majority of people receiving on-scene assistance by CIT-trained officers will be adults. This population is likely to include military service members and veterans with diagnosed or undiagnosed mental illness; unhoused individuals with dual diagnosis consisting primarily of Caucasian men ages 35 to 54; people experiencing economic stress and/or difficulties related to inflation, the high cost of housing, and/or the increasing economic divide in Somerville (2023 U.S. Census 5-Year ACS data indicates the city's poverty rate is 12.4%); and immigrants who are experiencing stress due to Federal immigration enforcement, as well as social and linguistic isolation (2023 U.S. Census 5-Year ACS data indicates 24.8% of the city's residents are foreign born). Factors that officers must consider in responding to this population include the individual's immediate safety, their most pressing needs, establishing rapport with them, and rapidly assessing which health care or community-based services can best assist them.

g. Cultural and Linguistic Competence: Not applicable for Training/Backfill Grants

h. Benefit to Youth and Families, Military Service Members, Veterans, and Their Families: The CIT training curriculum will highlight specialized responses and considerations for each of these populations to increase officers' knowledge of their specific strengths and needs and to inform and improve officers' response. During CIT training, officers will also be provided with information on emerging best practices, which will enable them to draw upon current knowledge in order to identify local resources that will support interventions for these populations.

i. Benefits to the JDAI Initiative: JDAI is included in the Metro Boston CIT-TTAC's CIT training via 1.5 hours on adolescent behavioral health and reference to the JDAI dashboard. This section of the training will help officers to understand the long-term impact of childhood trauma and the knowledge gained from the Adverse Childhood Experiences (ACEs) study. It will further benefit the JDAI initiative by increasing the participating officers' understanding of behavioral health issues across the lifespan.

j. Data Collection and Management: Metro Boston CIT-TTAC will manage all training-related data, including the number of Somerville Police Department officers trained and the

total hours of training received, as well as evaluation data from the trainings. Officers' de-escalation skills will be evaluated through the use of simulators at CIT-TTAC's Andover and Somerville locations, as well as a simunition house in Somerville. The Somerville Police Department's COHR Unit will track the number of individuals who are diverted from arrest by CIT-trained officers. The Department's Crime Analyst will track the number of behavioral health-related calls per year.

k. Treatment Services: Not applicable for Training/Backfill Grants

l. Management Structure and Staffing: Not applicable for Training/Backfill Grants

m. Promotion of Recovery Principles, Dignity and Respect, and a Strength-Based Approach: The Somerville Police Department adheres to principles of dignity and respect in all encounters. CIT training will reinforce these principles while also emphasizing recovery, resiliency, and recognition of client strengths and self-determination. All of these principles are addressed in CIT workshops, such as (1) In Our Own Voice and (2) Family Perspectives. Trauma-informed and strength-based approaches are incorporated into most of Metro Boston CIT-TTAC's CIT training topics as an integral component of providing an individualized response to each person's behavior. Resiliency Advantage harm reduction approaches in particular are embedded in CIT-TTAC's addiction and hoarding presentations.

4) Start-Up Activities/Accomplishments to Date

No start-up activities are required. Eighty-five percent of sworn officers are currently trained in CIT, and 20% have completed advanced trainings.

Metro Boston CIT-TTAC expects to offer the 40-hour CIT certification training in January, March, and May 2026. The eight-hour recertification class is anticipated to be held in February, March, and June 2026. CIT-TTAC has also collaborated with a variety of officer wellness content experts and will be offering: one 16-hour training in February 2026, Struggle Well, and two eight-hour trainings in April 2026, Psychological First Aid and Moral Injury, QPR & Safety Planning. Additionally, a specialized eight-hour training in partnership with the Stalking Prevention, Awareness, and Resource Center (SPARC) will be offered in April 2026.

Officers who have completed the 40-hour CIT training report an increase in knowledge, skills, and confidence in interacting with individuals impacted by behavioral health challenges. Findings from Metro Boston CIT-TTAC's CIT follow-up survey indicate that these officers are more likely to divert from arrest individuals with mental health or behavioral health symptoms.

5) Potential Barriers

The day-to-day needs and responsibilities of the Somerville Police Department can make it difficult to maintain consistent attendance at training sessions. The Department's responsibilities continue to multiply as it responds to the public safety needs of a densely populated, diverse urban community. At the same time, the Department is strongly committed to providing its officers with CIT training and to implementing CIT best practices. Participation in CIT training sessions will

therefore be prioritized to ensure consistent attendance and backfill/overtime will be appropriately utilized to maintain sufficient staffing levels.

Operationalizing the concepts and skills learned in CIT training requires ongoing support and guidance. The Somerville Police Department has clear protocols for how CIT officers are utilized on shift and in partnerships with the community. The COHR Unit will continue to advise and assist officers with complex cases and interact with patrol officers and community partners to inform response.

Massachusetts Jail/Arrest Diversion Grant Program

ATTACHMENT D
DMH BUDGET WORKSHEET

Organization/Individual Name: City of Somerville

Fiscal Year: 2026

Project Type: CIT Training/Backfill Reimbursement

Budget Period: from January 1, 2026 to June 30, 2026

I. Personnel:	Base Salary	FTEs	Total	Amt. to be covered by DMH Grant	Other Grant Support
Program Director/Manager					
Program Staff					
Administrative Staff					
Other Staff: Backfill for CIT Certification Training for 7 Police Officers	\$78.00	280 hours	\$21,840.00	\$21,840.00	0
Other Staff: Backfill for CIT Recertification Training for 25 Police Officers & Supervisors	\$78.00	200 hours	\$15,600.00	\$15,600.00	0
Other Staff: Overtime for CIT Coordinators, the SRT Officer, and the Dept. Training Lieutenant to Assist with Trainings and Attend Meetings	\$78.00	130 hours	\$10,140.00	\$10,140.00	0
Fringe Benefits					
Subtotal:			\$47,580.00	\$47,580.00	0
II. Other Direct Costs					
Project Operations					
Equipment					
Meeting Expenses					
Marketing / Communications Outreach					
Travel					
Surveys					
Program Space					
Other					

Massachusetts Jail/Arrest Diversion Grant Program

Subtotal:				
III. Indirect Costs				
TOTAL GRANT REQUEST:	\$47,580.00			

FY26 Budget Narrative

The total budget for the City of Somerville's proposed CIT Training/Backfill Reimbursement Project is \$47,580.00. We are requesting the full amount of \$47,580.00 to cover backfill and overtime to maintain adequate shift coverage while Somerville police officers receive CIT training from the Metro Boston Crisis Intervention Team Training and Technical Assistance Center and to provide overtime for CIT Coordinators, the SRT Officer, and the Department's Training Lieutenant to assist with CIT trainings and participate in meetings.

The cost of backfill/overtime to enable seven officers to attend the 40-hour CIT certification training is \$21,840.00 (7 officers x 40 hours of training x \$78.00 per hour), while the cost of backfill/overtime for shift coverage to allow 25 officers and supervisors to attend the 8-hour CIT recertification training is \$15,600.00 (25 officers x 8 hours of training x \$78.00 per hour). The cost of overtime for CIT Coordinators, the SRT Officer, and the Department's Training Lieutenant to support trainings and attend meetings is \$10,140.00. This includes:

- \$5,148 for CIT certification and recertification trainings (1 CIT Coordinator x 4 hours per training x 7 trainings x \$78.00 per hour = \$2,184; 1 SRT Officer x 4 hours per training x 7 trainings x \$78.00 per hour = \$2,184; and 1 Department Training Lieutenant x 1.5 hours per training x 7 trainings x \$78.00 per hour = \$780)
- \$2,496 for participation in CIT Coordinator Meetings (4 CIT Coordinators x 4 hours per meeting x 2 meetings x \$78.00 per hour)
- \$2,496 for participation in meetings of the Somerville Community Stakeholder Group on Mental Health, Addiction and the Criminal Justice System (4 CIT Coordinators x 4 hours per meeting x 2 meetings x \$78.00 per hour)

Because this is an existing program, there are no startup costs. DMH grant funds will not be used to displace non-DMH funds already appropriated by or to the City of Somerville for the same activities and/or project.

Metro Boston CIT-TTAC expects to provide CIT certification trainings in January, March, and May 2026 and CIT recertification trainings in February, March, and June 2026. Community Stakeholder Group meetings will take place on March 16 and June 15, 2026, and CIT Coordinator meetings are anticipated to be held in February or March and June 2026. The grant funds will be expended by June 30, 2026.

Massachusetts Jail/Arrest Diversion Grant Program

FY26 Plan for Invoicing/Payment and Deliverables

The Somerville Police Department will submit invoices to the Department of Mental Health on a quarterly basis. Requests for reimbursement will be based on the actual costs incurred within the quarterly period of performance and will include a Commonwealth of Massachusetts Payment Voucher Input Form, a completed Quarterly Report form (Attachment C) and other applicable documentation of expenditures as needed.

Component Activity	Deliverable	Proof of Completion	Basis for Determining Cost	Timeline
7 officers attend Metro Boston CIT-TTAC's 40-hour CIT certification class	Completion of CIT certification training	40 hours of training provided; 7 officers complete training	# officers to be trained x # training hours x backfill/overtime hourly rate	Classes to be provided in January, March, and May 2026
25 officers & supervisors attend Metro Boston CIT-TTAC's 8-hour CIT recertification class	Completion of CIT recertification training	8 hours of training provided; 25 officers & supervisors complete training	# of officers & supervisors to be trained x # training hours x backfill/overtime hourly rate	Classes to be provided in February, March, and June 2026
CIT Coords., SRT Officer, and Dept. Training Lt. assist with CIT trainings	Assistance with 7 CIT certification / recertification trainings	66 hours of assistance provided (28 by CIT Coords., 28 by SRT Officer, and 10 by Dept. Training Lt.)	# officers to provide assistance x # hours per training x # trainings x overtime hourly rate	Classes to be provided in January, February, March, May, and June 2026
CIT Coords. attend Coord. meetings	Attendance at 2 meetings (4 hours per meeting)	8 hours documented attendance by each CIT Coord.	# CIT Coords. x # hours per meeting x # meetings x overtime rate	Anticipated to take place in February or March and June 2026
CIT Coords. attend Community Stakeholder Group meetings	Attendance at 2 meetings (4 hours per meeting)	8 hours documented attendance by each CIT Coord.	# CIT Coords. x # hours per meeting x # meetings x overtime rate	March 16, 2026; June 15, 2026

**Somerville Police Department
Organizational Chart 11/13/25**

Chief of Police
Shumeane Benford



Deputy Chief, Operations
James Donovan

Deputy Chief, Support
Rich Lavey

District Patrol
Captain Sheehan

Administration
Captain Digregorio

Criminal Investigation
Captain Perrone

Community Outreach, Help & Recovery (COHR)
(1) Director*;
(1) Deputy-Director *;
(3) Jail Diversion Coord.*;
(1) Coord. of Law Enforcement Partnership*;
(1) CIT Project Assistant *

Block 1 Patrol
FF/DD
(1) Lt. (2) Sgt.
(8) Ofc.

Traffic Bureau
(1) Lt.

**Administrative Lieutenant
Communications Manager**
(1) Lt.

Professional Standards
(1) Lt.
(1) Sgt.

General Investigations
(1) Lt CID Day;
(1) Sgt. CID
(6) General Det.; (1) Det. / FBI Liaison;
(1) Fraud Invest. / Clerk; (1) Crime Scene Det.; (2) Property Crime Det.

Community Engagement / Special Operations
(1) Lt.

Block 3 Patrol
FF/DD
(1) Lt. (2) Sgt.
(12) Ofc.

Detail Supervisor
(1) Sgt.

911/Dispatch
(14) Operators *

Compliance Unit
(1) Sgt

Family Services
(1) Sgt. (2) FS Det.; (1) Juvenile Det. (1) Victim/Witness Advocate*

Homeland Security
(1) Sgt.

Block 5 Patrol
FF/DD
(1) Lt. (2) Sgt.
(9) Ofc.

(25) Daily Assignments

Records *
(1) Clerk *
(1) Part-time Clerk *

Community Affairs Unit
(1) Sgt.

**Community Action Team
Anti-Violence / Violent Crime**
(1) Sgt. Det. (2) CAT Team Det.

K- 9
Vacant

L/H East / West
(2) Lt. (2) Sgt.
(15) Ofc.

Enforcement / Education / Hackney / Invest.
(1) Sgt.

Academy Director
(1) Lt.

Finance Unit
(1) Director of Finance and Administration *)

Animal Control
(2) A.C. Officers *.

Station Officers
(9) Ofc.

Crash Investigators
(3) Ofc.

Information Technology.
(1) Sr. IT Specialist*
(1) IT/Comm. Specialist*

Finance
(1) Financial Analyst *

City Hall Liaison
(1) Ofc. ISD/City Hall

Special Officers
(15) (Approx.)

Special Response Team
(2) Lt. (1) Sgt.
(13) Ofc.

Hit & Run Investigator
(1) Ofc.

Administrative Assistant
(1) Senior Clerk *
(Vacant)

Payroll / Clerical
(1) Payroll / Admin Assistant *

Honor Guard
(7) Ofc.

Substation Clerk
(1) East*
(1) West *

Crossing Guard Supervisor
(1) Supervisor *

Matrons *
(On Call)

Detail Scheduling / Billing
(1) Supervisor *
(1) Administrator *

Superior and District Court
(1) Court Sgt. Det.
(1) Court Ofc.; (1) Evidence Det.

* = Civilian Positions

8 Patrol Positions Vacant / Not Listed

Officers listed in Green are in secondary positions whose primary responsibilities are accounted for elsewhere in organizational chart.



Training/Backfill Reimbursement Project

The 7 officers to receive CIT certification and the 25 to receive CIT recertification are in the Patrol Unit

District Patrol
Captain Sheehan

**Block 1
Patrol**
FF/DD
(1) Lt. (2) Sgt.
(8) Ofc.

**Block 3
Patrol**
FF/DD
(1) Lt. (2) Sgt.
(12) Ofc.

**Block 5
Patrol**
FF/DD
(1) Lt. (2) Sgt.
(9) Ofc.

**L/H East /
West**
(2) Lt. (2) Sgt.
(15) Ofc.

**Station
Officers**
(9) Ofc.

**Special
Response
Team**
(2) Lt. (1) Sgt.
(13) Ofc.

**Substation
Clerk**
(1) East*
(1) West *

* = Civilian Positions

8 Patrol Positions
Vacant / Not Listed

Officers listed in Green are in secondary positions whose primary responsibilities are accounted for elsewhere in organizational chart.



COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS TRIAL COURT
DISTRICT COURT DEPARTMENT
SOMERVILLE DIVISION

175 FELLSWAY
SOMERVILLE, MASSACHUSETTS 02145
TEL: (617) 666-8000
FAX: (617) 666-4361

MAUREEN T. MCCOLE
CHIEF PROBATION OFFICER

JESSICA L. GRASSIA
ASSISTANT CHIEF PROBATION OFFICER

November 24, 2025

Shumeane Benford
Chief of Police
Somerville Police Department
220 Washington St.
Somerville, MA 02143

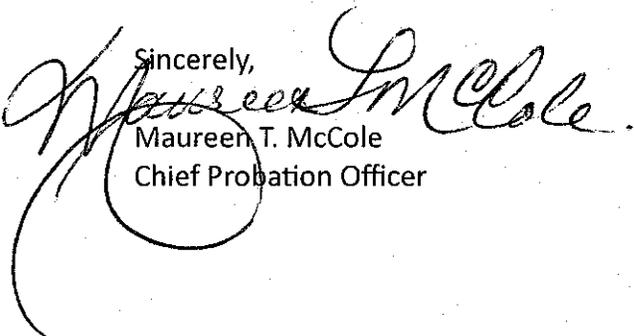
Dear Chief Benford,

I am writing on behalf of the Office of Probation at Somerville District Court to express my support for the Somerville Police Department's (SPD) proposal to provide backfill shift coverage that will allow its officers to attend Crisis Intervention Team (CIT) certification and recertification training by the Metro Boston Crisis Intervention Team Training and Technical Assistance Center (CIT-TTAC). I believe it is important that the SPD officers learn evidence-based approaches to de-escalation, diversion, and stabilization of individuals with mental illness and/or addiction, so they can effectively engage with and assist these individuals.

This project promotes effective communication between officers and individuals who are experiencing mental health challenges, expands SPD's capacity to employ de-escalation techniques, and ensures that community needs are still met during training sessions.

The Somerville Probation Office has always worked collaboratively with the Somerville Police Department, and I am confident that the program will have a positive impact on the community and the people we serve. I am hopeful the Department of Mental Health will support it.

Sincerely,


Maureen T. McCole
Chief Probation Officer



November 21, 2025

Shumeane Benford
Chief of Police
Somerville Police Department
220 Washington St.
Somerville, MA 02143

Dear Chief Benford,

I am writing in support of the Somerville Police Department's (SPD) proposal to provide backfill shift coverage that will allow 32 of its officers to attend Crisis Intervention Team (CIT) certification and recertification training by the Metro Boston Crisis Intervention Team Training and Technical Assistance Center (CIT-TTAC). As Somerville's Public Safety for All (PSFA) Project Manager, I have come to learn how critical these training initiatives are for both SPD and the local community at large that support their implementation.

This project will enable SPD officers to learn evidence-based approaches to de-escalation, diversion, and stabilization of individuals with mental illness and/or addiction, so they can effectively engage with and assist these individuals. These aims were a key tenet of the community-informed recommendations that comprised the resident-driven PSFA Task Force process and remain a priority for this community moving forward.

This project promotes effective communication between officers and individuals who are experiencing behavioral health challenges, expands SPD's capacity to employ de-escalation techniques, and ensures that community needs are still met during training sessions. I respectfully ask the Department of Mental Health to support the SPD's application and partner with us to advance these critical goals.

Sincerely,

Jon Hillman
Project Manager
Public Safety for All
City of Somerville, MA



November 19, 2025

Shumeane Benford
Chief of Police
Somerville Police Department
220 Washington St.
Somerville, MA 02143

Dear Chief Benford,

I am writing on behalf of the Somerville Homeless Coalition (SHC) to enthusiastically support the Somerville Police Department's (SPD) proposal to provide backfill shift coverage that will allow 32 of its officers to attend Crisis Intervention Team (CIT) certification and recertification training by the Metro Boston Crisis Intervention Team Training and Technical Assistance Center (CIT-TTAC). This project will enable SPD officers to learn evidence-based approaches to de-escalation, diversion, and stabilization of individuals with mental illness and/or addiction, so they can effectively engage with and assist these individuals.

The SPD's CIT Training/Backfill Reimbursement Project will provide upstream support for SHC's Outreach & Shelter programs by equipping more officers with the tools and skills to divert unhoused individuals from unnecessary involvement in the criminal justice system. Pre-arrest diversion will enable these individuals to receive services and access resources so they can move forward toward achieving their goals.

This project promotes effective communication between officers and individuals who are experiencing behavioral health challenges, expands SPD's capacity to employ de-escalation techniques, and ensures that community needs are still met during training sessions. I urge the Department of Mental Health to support this proposal.

Sincerely,

A handwritten signature in black ink that reads "Michael Libby".

Michael Libby, LCSW
Executive Director

Document Details

Title	SPD CIT Training Project.docx.pdf
File Name	SPD CIT Training Project.docx.pdf
Document ID	c4acbd68c0354a40810eafafaaea484a
Fingerprint	51ed8552a42fec87fb584790f7bee8bb
Status	Completed

Document History

Document Created	Document Created by Michael Libby (mlibby@shcinc.org) Fingerprint: 1081928db275b0d21ee1ca8a86d33769	12-01-2025 02:50PM America/New_York
Document Signed	Document Signed by Michael Libby (mlibby@shcinc.org) IP: 73.253.14.181 	12-01-2025 02:50PM America/New_York
Document Completed	This document has been completed. Fingerprint: 51ed8552a42fec87fb584790f7bee8bb	12-01-2025 02:50PM America/New_York

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 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: (and d/b/a): City of Somerville		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address:	
Contract Manager: Emily Wisdom	Phone: 617-625-1600 x7239	Billing Address (if different):	
E-Mail: ewisdom@police.somerville.ma.us	Fax: 617-628-4936	Contract Manager:	Phone:
Contractor Vendor Code: VC VC6000192138		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
___ 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 - 815 CMR 2.00) (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)		___ CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ___ 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): ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services ___ 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 . ___ 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.) ___ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
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 cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ 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.)			
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 ____, 20__, 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 of ____, 20__, 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 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>Katjana Ballantyne</u> Date: <u>12/3/2025</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Katjana Ballantyne</u>		Print Name: _____	
Print Title: <u>Mayor</u>		Print Title: _____	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See “Amendments, Suspensions, and Termination Policy.”

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material change” in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution After the COVID-19 State of Emergency](#).

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 7I, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



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Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Department of Mental Health

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order (“Contract”) between the City of Somerville (“Contractor”) and the Department of Mental Health to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

- 1. Contracting with Small and Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms (2 CFR § 200.321).** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the subcontractor take the affirmative steps listed in paragraph (a) through (e) above.

- 2. Domestic Preferences for Procurements (2 CFR § 200.322).** As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. "produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States; and
- b. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. Procurement of Recovered Materials (2 CFR § 200.323).

- a. To the extent applicable, the Contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction under it enters into.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to DMH on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 4. Such disclosure shall be made in writing to DMH within five (5) business days of when the Contractor discovers or

reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by DMH. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to DMH, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- 5. Never Contract with the Enemy.** The Contractor must comply with 2 C.F.R. § 200.183, which implements Title VIII, Subtitle E of the FY 2015 NDAA (Pub. L. 113-291), as amended by Sec. 822 of the FY 2020 NDAA (Pub. L. 116-92), and prohibits recipients from providing funds to persons or entities actively opposing United States or coalition forces involved in contingency operations.
- 6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**
 - a. Pursuant to 2 CFR §200.216, DMH is prohibited from using FRF funds to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
 - d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

7. **Remedies for Contract Violation.** *[Required for contracts exceeding \$250,000]* Should the Contractor violate any of the terms of the Contract, DMH may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:
 - a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. *Withholding for unpaid wages and liquidated damages.* DMH shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of DMH and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
 - e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

9. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. *[Required for contracts exceeding \$150,000]*

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to DMH and understands and agrees that DMH will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

10. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). *[Required for contracts exceeding \$100,000]*

The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 12. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

14. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to DMH, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

17. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.



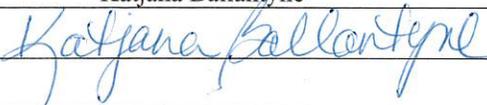
COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Somerville
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192138

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
Katjana Ballantyne	Mayor
	

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.


Signature

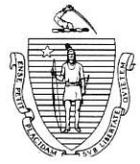
Date: 12/3/2025

Title: Mayor

Telephone: 617-625-6600 ext. 2100

Fax: 617-625-3434

Email: mayor@somervillema.gov



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

[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.

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Katjana Ballantyne

Title: Mayor

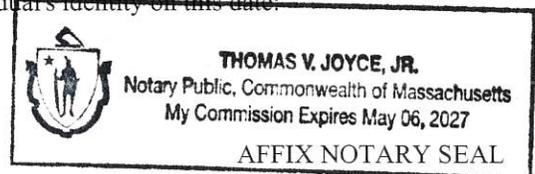
X *Katjana Ballantyne*
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Thomas V. Joyce, Jr. (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

December 04, 20 25.

My commission expires on: May 06, 2027



I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Request for Taxpayer Identification Number and Certification

Give this Form to the requestor or the department you are doing business with.

▶ **Online instructions at: macomptroller.org/wp-content/uploads/instructions_w-9.pdf**

Print or type. See Specific Instructions on page 3.

1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Somerville	
2 Business name/disregarded entity name/dba, if different from above.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPALITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on Page 4): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Legal Address (number, street, and apt. or suite no.) See instructions. 93 Highland Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Somerville, MA 02143	
7 Remittance Address (if different from Legal Address)	

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, on Page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , on Page 5.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">4</td> <td style="width: 25px; height: 25px;">-</td> <td style="width: 25px; height: 25px;">6</td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">1</td> <td style="width: 25px; height: 25px;">4</td> <td style="width: 25px; height: 25px;">1</td> <td style="width: 25px; height: 25px;">4</td> </tr> </table>	Social security number																				or										Employer identification number										0	4	-	6	0	0	1	4	1	4
Social security number																																																			
or																																																			
Employer identification number																																																			
0	4	-	6	0	0	1	4	1	4																																										
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.																																																			
DUNS Number <i>Please confirm with the state agency if this is required for vendors receiving federal funds.</i> 076621572	Unique Entity Identifier (SAM) <i>As of April 4, 2022, all vendors that receive federal grant funds must submit their Unique Entity Identifier registered in the System of Awards Management (SAM).</i>																																																		

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You check the following box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, on Page 5.	
<input checked="" type="checkbox"/> Item 2 does not apply.	
5. I am an active Commonwealth of Massachusetts state employee: (check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, I certify compliance with the Massachusetts State Ethics Commission requirements at https://www.mass.gov/ethics .	

Sign Here	Signature of U.S. person ▶	Date ▶ 9/17/2025
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