

FY23-3012
 Human Services

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.masscomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

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| CONTRACTOR LEGAL NAME: FENWAY COMMUNITY HEALTH CTR | | COMMONWEALTH DEPARTMENT NAME: Department of Public Health | |
| Local Address (W-9, W-4): 1340 BOYLSTON ST BOSTON, MA 02215-4302 | | MMARS Department Code: DPH | |
| Contract Manager: Justine Kahn | | Business Mailing Address: 250 Washington Street, Boston MA 02108 | |
| Phone: 857-347-5079 | | Billing Address (if different): | |
| E-Mail: jkahn@fenwayhealth.org | | Contract Manager: Deandra Russo | |
| Contractor Vendor Code: VC6000162305 | | Phone: 857-363-0476 | |
| Vendor Code Address ID (e.g. "ADMN"): AD 001 | | E-Mail: Deandra.russo@mass.gov | |
| (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): INTF2330MM3234730276 | |
| | | RF/RFP procurement or Other ID Number: 234730 | |

NEW CONTRACT **CONTRACT AMENDMENT**

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 RFP, 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)

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- Amendment to 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, Contractor Certifications and the following Commonwealth Terms and Conditions document is 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 debt 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 new Total if Contract is being amended). \$ 390,641.67

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 (G.L. c. 29, s. 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.)
 Purchased Human & Social Serv. For Clients Med. Post Overdose Support Teams

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 09/30, 2022, 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 those obligations.

CONTRACT END DATE: Contract performance shall terminate as of 09/29, 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X <u>[Signature]</u> Date: Nov 12, 2022 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Elan LaPointe</u> Print Title: <u>Chief Executive Officer</u> | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X <u>[Signature]</u> Date: 1/19/2023 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service</u> |
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