



CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN THE

METROPOLITAN AREA PLANNING COUNCIL

AND

THE CITY OF SOMERVILLE HEALTH AND HUMAN SERVICES DEPARTMENT

This Agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** [“**MAPC**”], a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and **CITY OF SOMERVILLE HEALTH AND HUMAN SERVICES DEPARTMENT** [“**Service Provider**”] with its principal office at 50 Evergreen Ave., Somerville, MA 02145.

Witnesseth that the parties have AGREED as follows:

Article I

Description and Scope of the Work

1. **Service Provider** will provide professional services to undertake and perform all appropriate tasks to produce **Shared Service Coordination** and related work products as described in **Scope of Work** [the “Scope”], attached as Appendix A and incorporated herein.

Article II

Time of Performance

2. **Service Provider** shall commence work on **July 1, 2025** and shall complete performance no later than **June 30, 2026**. Time shall be of the essence in relation to **Service Provider’s** performance under this Agreement. Reasonable extensions shall be granted at the written request of **Service Provider**, provided the justifying circumstances are beyond the reasonable control of **Service Provider** and without fault of **Service Provider**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain



in full force and effect between the parties unless modified in writing.

Article III

Revisions in the Work to be Performed

3. If during the term of this Agreement, **MAPC** requires revisions or other changes to be made in the scope or character of the work to be performed, **MAPC** will promptly notify **Service Provider**. For any changes to the scope of work, **Service Provider** shall notify **MAPC** of associated costs in writing. **Service Provider** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **MAPC**.
4. **MAPC** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **Service Provider**. Any revisions or changes requested by **MAPC** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV

Payment for Services

5. **MAPC's** total payment to **Service Provider** under this Agreement shall not exceed \$212,842.26 unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by **Service Provider** in performing the work.
6. **MAPC** shall make payment for the fiscal year 2026 to the **Service Provider** in three payments: the first within 45 days of the execution of this contract and upon receipt of an invoice from the **Service Provider** constituting 50% of the award; the second after November 30, 2025 upon receipt of an invoice from the **Service Provider** constituting 25% of the award; and the third after April 30, 2026 upon receipt of an invoice from the **Service Provider** constituting 25% of the award. Dates of payment are subject to change and will depend upon payment dates issued by the Department of Public Health.

Article V

Ownership and Confidentiality of Material, Work Products

7. **Service Provider** shall afford **MAPC** unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by **Service Provider** under this Agreement.
8. **MAPC** reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this Agreement, and any rights of copyright acquired with funds provided under this Agreement.
9. **Service Provider** and **MAPC** shall have both unlimited rights to any data first produced or delivered under this Agreement.



10. Upon completion of this project or termination for or without cause, **Service Provider** shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by **MAPC**.

Article VI

Release of MAPC

11. In consideration of the execution of this Agreement by **MAPC**, the **Service Provider** agrees that simultaneously with the acceptance of what **MAPC** tenders as the final payment under this Agreement, the **Service Provider** will execute, and deliver a release of **MAPC** from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the **Service Provider**.

Article VII

Indemnification

12. The **Service Provider** shall indemnify, defend and hold harmless **MAPC** and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the **Service Provider** in its performance of this Agreement or upon the **Service Provider's** failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.

Article VIII

Insurance

13. The **Service Provider** shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide **MAPC** with certification of such, if requested.

Article IX

Assignment

14. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article X

Severability



15. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article XI

Termination of Agreement

16. In the event of a failure to materially perform by **Service Provider**, the notice of such breach shall be accompanied by the nature of the failure, and **MAPC** shall set a date at least 60 days later by which **Service Provider** shall cure the failure. If **Service Provider** fails to cure within the time as may be required by the notice, **MAPC** may at its option, terminate the Agreement. If the value of this Agreement exceeds \$250,000, and **Service Provider** fails to cure within the time as may be required by the notice and **MAPC** does not choose to terminate the Agreement, liquidated damages shall be due to **MAPC** in the amount of 0.1% (one-tenth of one percent) of the face value of the Agreement for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Service Provider's** final invoice or taken by **MAPC** as a deduction to such final invoice.
17. Notwithstanding any language to the contrary within this Agreement, **Service Provider** or **MAPC** may terminate this Agreement without cause at any time, effective ten days beyond the termination date stated in the written notice of termination. In the event of termination, **Service Provider** shall be compensated for approved work products and approved services performed prior to the date of notice of termination. In no event shall **Service Provider** be entitled to payment for any services performed after the effective date of termination unless so authorized, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article XII

Compliance with Conflict of Interest Laws

18. **Service Provider** warrants and represents to **MAPC** that, to the best of its knowledge, no officer or employee of **Service Provider** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. **Service Provider** further warrants and represents to **MAPC** that, to the best of its knowledge, no employee of **Service Provider** has a financial interest, either directly or indirectly, in the Agreement except as permitted under G.L. c. 268A, § 7.
19. **Service Provider** understands that they may have obligations with regards to compliance with all aspects of the Commonwealth of Massachusetts Ethics Law, M.G.L. c. 268A, specifically G.L. c. 268A, §§ 4, 17, and 11. **Service Provider** shall bear all obligations as private consultant/s to determine their legal status pursuant to the Ethics Laws, and where applicable, complete the Commonwealth State Ethics Examination. Evidence of such completion must be provided to **MAPC** in advance of the award of any contract. **MAPC** reserves the right on its own to make such determination and require the **Service Provider** to take and complete the Ethics



Examination. **Service Provider** is encouraged to inquire about their proper status and legal requirements by contacting the Massachusetts State Ethics Commission Legal Division by submitting [an online request](#), by calling the Commission at (617) 371-9500 and asking to speak to the Attorney of the Day, or by submitting a written request for advice to the Commission at One Ashburton Place, Room 619, Boston, MA 02108, Attn: Legal Division.

Article XIII

Governing Law and Jurisdiction

20. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

Article XIV

Procurement Services (Where Applicable)

21. The parties agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.

Article XV

Complete Agreement

22. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For: THE METROPOLITAN AREA PLANNING COUNCIL

Name:

Date:

Title: _____

For CITY OF SOMERVILLE

Name:

Date:

Title: _____

* * * * *



METROPOLITAN AREA PLANNING COUNCIL

FEDERAL FUNDS

CONTRACT RIDER

(WHERE APPLICABLE)

Recitals

WHEREAS, the Contract to which this Rider is attached is funded, either in whole or in part, by federal funds;

WHEREAS, such federal funds may include Coronavirus State and Local Fiscal Recovery Funds ["SLFRF"] made available through the American Rescue Plan, or funds from other federal sources;

WHEREAS, the use of federal funds requires the parties, including but not limited to, recipients, subrecipients, and contractors, to comply with various applicable statutes and regulations including 2 C.F.R. §§ 200.318- 327;

WHEREAS, 2 C.F.R. § 200.327 requires the inclusion of applicable provisions in certain contracts funded in whole or in part by federal funds.

Witnesseth that the parties have AGREED as follows:

Article I

Introduction

- 1.1 The following contract provisions, if applicable, are incorporated into the Contract to which this Rider is attached. In the event of any conflict between the Contract and this Rider, the provisions in this Rider shall control.
- 1.2 If the following contract provisions are rescinded or revised, the parties agree to revise this Rider accordingly and make any other changes necessitated by such revisions.



Article II

Contract Provisions Applicable to All Types of Federally Funded Contracts

2.1 Rights to Inventions Made Under a Contract or Agreement

(a). In the event that this Contract is funded by a federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

2.2 Debarment and Suspension

(a). This provision applies in the event that a contract or subcontract has a value that exceeds \$25,000, or requires the consent of an official of a federal agency, or is a contract for federally required audit services. The subrecipient or contractor certifies that neither the subrecipient, contractor, or subcontractor is a party listed on the government wide exclusions in the System for Award Management [“SAM”], in accordance with the OMB guidelines at 2 C.F.R. § 180 that implements Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(a). Pursuant to 2 C.F.R. § 200.216, subrecipient or contractor certifies that it or its subcontractors shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). 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);
- (ii). Telecommunications or video surveillance equipment or services provided by such entities or using such equipment;



- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.
- (b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

2.4 Clean Air Act and Federal Water Pollution Control Act

(a). Clean Air Act

- (i). If the Contract value exceeds \$150,000, the subrecipient or contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq.

The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agreed that the federal awarding agency will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

(b). Federal Water Pollution Control Act

- (i). The subrecipient or contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1241 et seq.

The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agrees that the federal awarding agency will, in turn, report each violation as required to assure notifications to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

2.5 Byrd Anti-Lobbying Clause and Certification

(a). Byrd Anti-Lobbying Amendment

- (i). Subrecipients or contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining



any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(b). Required Certification for Awards Exceeding \$100,000

- (i). If applicable, subrecipients and contractors must sign and submit the following certification to the awarding authority with each bid or offer exceeding \$100,000.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

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.

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 undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Article III

Contract Provisions Applicable to Federally Funded Construction Contracts

3.1 Equal Employment Opportunity Clause

(a). During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contracts and subcontracts by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the



failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3.2 Davis-Bacon Act

(a). If this Contract is a prime construction contract employing laborers or mechanics with a value that exceeds \$2000, the Davis-Bacon Act, 40 U.S.C. §§ 3141–3144 and 3146–3148 and its related regulations found at 29 C.F.R. Part 5 apply.

(b). The subrecipient or contractor acknowledges that the decision to award this contract is conditioned upon the subrecipient or contractor's acceptance of the wage determination, and upon continuing compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Pursuant to the Davis-Bacon Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determinations, incorporated into this Contract. Subrecipient or contractor further acknowledges and understands that subrecipient or contractor shall be required to pay wages not less than once a week.

(c). Davis-Bacon Prevailing Wage Certification

Subrecipient or contractor certifies that it and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26–27H, the federal Davis-Bacon Act, and other related acts.

(d). 29 C.F.R. § 5 (a)(1) – (10) are hereby incorporated by reference into this Contract. All subcontracts must include the text of 29 C.F.R. §§ 5(a)(1) – (10) in full.

3.3 Compliance with the Copeland "Anti-Kickback" Act

(a). If this Contract is subject to the Davis-Bacon Act, the Copeland "Anti-Kickback" Act also applies.

(b). Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

(c). Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal program may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d). Breach. A breach of the Contract clauses above may be grounds for termination of the Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 512.

3.4 Contract Work Hours and Safety Standards Act

- (a). If this Contract has a value exceeding \$100,000 and involves the employment of mechanics or laborers, the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor Regulations 29 C.F.R. Part 5 applies.
- (b). If applicable, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations 29 CFR Part 5. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (c). Pursuant to 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health and safety.
- (d). Compliance with the Contract Work Hours and Safety Standards Act

Contracts are required to contain the text of 29 C.F.R. § 5.5(b)(1) – (4) as follows:

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §§ 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (b)(1) 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section.

(e). Further Compliance with the Contract Work Hours and Safety Standards Act

(i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) 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.

(ii). Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article IV

Contract Provisions Applicable to Federally Funded Contracts Involving Procurement

4.1 Procurement of Recovered Materials

(a). If this Contract involves a procurement with a value exceeding \$10,000 performed by a state agency or an agency of a political subdivision of a state and its contractors, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, applies.

(b). Contractor acknowledges and understands that, in performing the work specified under this Contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 C.F.R. 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.

4.2 Domestic Preferences for Procurements

(a). Pursuant to 2 C.F.R. § 200.322, As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. “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.
2. “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.



Appendix A: Scope of Work

The City of Somerville will support the implementation of the Somerville-Cambridge Shared Public Health Service Initiative, which is funded through the Massachusetts Department of Public Health Public Health Excellence (PHE) Grant Program for Shared Services.

Scope of Work

The tasks listed below are intended only as illustrations of the various types of responsibilities that may be required. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Hosting Regional Positions

- The City of Somerville Health and Human Services Department will serve as the host community for the Shared Services Coordinator. The Coordinator will work to develop understanding of local public health systems and services across the three municipalities, to identify and facilitate process improvements within the systems and services, and ensure coordination between the participating health departments for the ongoing shared service initiative. The Coordinator will report to the Deputy Director of Health and Human Services in Somerville. See Appendix B for the job description for the Shared Services Coordinator.
- The City of Somerville Health and Human Services Department will serve as the host community for the Clinical Community Health Worker (CHW). The Clinical CHW will provide social, behavioral, and resource support to community members in Somerville and Cambridge, and connect them to the services they need to improve health outcomes and address social determinants of health. The Clinical CHW will serve as a member of the Somerville Health and Human Services team and reports directly to the Somerville Director of Public Health Nursing with operational and professional growth support from the CHW Manager. See Appendix C for the job description for the Clinical Community Health Worker.
- As the host community for the positions, the City of Somerville will lead on hiring, employing, and equipping process of the staff listed above. The City of Somerville must share job descriptions with MAPC and the City of Cambridge for feedback prior to grading and posting the position. The City of Somerville must include representatives from the Cambridge Public Health Department in the interviewing and decision-making processes.

Clinical Supervision

- The Somerville Director of Nursing will provide clinical supervision to the Clinical CHW and the Regional Vaccine Nurse, when the Nurse is physically located on-site in Somerville. The Director of Nursing will be provided with a stipend of \$10,000.00 for the additional supervision duties.

Nursing Supplies

- The City of Somerville Health and Human Services Department will be provided with \$2,500.00 to purchase nursing supplies for the Clinical CHW and Regional Vaccine Nurse. The City will only purchase nursing supplies listed on the Department of Public Health FY25 Allowable Guidance document or that have been granted written approval from the Department of Public Health. The City must report all purchased items and the cost of the items to MAPC. The City must receive approval from the Department of Public Health, MAPC, and the City of Cambridge before purchasing nursing supplies not intended for use by the Regional Vaccine Nurse and Clinical CHW.



Budget:

	Budget
Shared Services Coordinator	\$76,500.32
Clinical Community Health Worker	\$66,300.00
Fringe	\$38,192.64
Stipend for Director of Nursing	\$10,000.00
Nursing Supplies	\$2,500.00
Admin	\$19,349.30
Total	\$212,842.26

Timeline: July 1, 2025– June 30, 2026



Appendix B: Shared Services Coordinator Job Description

Background

The Somerville Cambridge Public Health Collaborative is seeking to hire a Shared Services Coordinator to support the Cities of Somerville and Cambridge. The Health Departments are engaged in an innovative initiative to strengthen core local public health services, to advance the recommendations of the 2019 Special Commission on Local and Regional Public Health and promote healthier communities across the region.

The Coordinator will be based in the City of Somerville's Health Department. The Coordinator will report to the Shared Public Health Services' Board, which will be comprised of the Public Health Directors from each participating municipality, and have regular oversight by the City of Somerville Director of Health and Human Services. The Coordinator will work to develop understanding of local public health systems and services across the three municipalities, to identify and facilitate process improvements within the systems and services, and ensure coordination between the participating health departments for the ongoing shared service initiative. The coordinator's contribution will be key factors in enhancing local public health service delivery and community health improvements that advance health equity.

Essential Duties and Responsibilities

The essential duties and responsibilities listed below are intended only as illustrations of the various types of responsibilities that may be required. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Assists municipal public health departments with the collection, organization and analysis of operational data (e.g., inspection, permits, complaints) in order to identify potential areas for improvement and use of interventions to improve conditions that affect community health and contribute to health equity
- Assists municipal public health departments to assess and examine local public health systems (e.g., data collection methods, use of software), to determine areas for potential coordination, and recommend potential new systems (e.g., inspectional software)
- Assists municipal public health departments with information and data collection on result from new or coordinated shared service activities in order to assess impact and need for additional changes
- Convenes regular check-in meetings with municipal public health department leads and public health staff, such as public health nurses
- Develops, engages, and maintains strong relationships with key community stakeholders, healthcare, human service-based and community-based organizations
- Supports grant applications and fundraising activities that can provide resources to sustain the shared service positions and to increase opportunities for the group to address upstream health factors
- Works with public health staff within the municipalities to design and implement program initiatives and special projects to improve health outcomes, including, but



not limited to: trainings, communication, education, community outreach strategies, research projects, advocacy efforts, and grant writing.

- Performs other duties as required.

Supervision

Works under the supervision of City of Somerville Director of Health and Human Services in accordance with applicable rules, regulations, and policies. Varied and responsible duties require the exercise of judgment and initiative, particularly in situations not clearly defined by precedent or established procedures.

Work Environment

Work may be performed according to a hybrid model (combining time in the office with remote work), as determined by the City of Somerville Director of Health and Human Service.

The employee operates standard office equipment.

The employee has ongoing contact with other town departments, outside agencies, and the public by telephone, e-mail, in person, and in writing.

This position may require direct client/patient contact and as a result of such direct contact, certain immunizations will be recommended and/or required prior to commencement of employment duties.

Errors could result in delay, loss of service, loss of grant fund, and/or legal repercussions, and could be costly for the Town.

Required Minimum Qualifications

- Bachelor's degree in public health, health administration, social work or related field with a minimum of 3 years' experience. Strongly prefer Master's degree with at least 2 years professional experience in public health

Required Credentialing After Hire

- Foundations for Local Public Health Practice course within 1 year of hire

Preferred Experience, Skills, and Knowledge

- Demonstrated history in program management and administration, preferably in a public health or a related field, and experience working with a wide range of stakeholders, such as municipal and public health officials
- Demonstrated cultural competency with expertise working with diverse, multi-lingual individuals and communities
- Knowledge of the public health landscape in Massachusetts



- Grant writing and reporting experience
- Excellent interpersonal, verbal, and written communication skills
- Strong organizational skills and excellent attention to detail
- Literacy in computer software including Microsoft Word, Outlook, PowerPoint, and Excel; GIS software skill a plus
- Bi-lingual a plus, Portuguese or Spanish preferred
- Commitment to the role of public health in promoting racial justice and health equity
- Strong organizational skills, ability to prioritize and to multi-task
- Strong verbal and written communication skills
- Ability to understand and interpret quantitative and qualitative data
- Valid Massachusetts driver's license and daily access to a car for travel to meetings

Physical Requirements

Moderate physical effort is required to perform duties under typical office conditions and travel to off-site locations. The employee is frequently required to sit, speak, hear, and use hands to operate equipment. Off-site locations may include meeting spaces, schools, clinicians' offices, hospitals, and homes of patients/clients. Vision requirements include the ability to read and analyze documents and use a computer.

A Criminal Offenders Records Information request must be completed for this position. However, a record is not an automatic bar to employment but is reviewed in relation to the job applied for.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Job Title: Shared Services Coordinator
Job Type: Full-time 37.5 hours per week
Non-union
Grant funded

Application by email is also accepted at:

Position is posted until filled.

The City of Somerville is an Equal Opportunity / Affirmative Action employer.



Appendix C: Clinical Community Health Worker Job Description

Position Title:	Regional Clinical Community Health Worker	Grade Level:	NU11 NU11-5 (\$64,945.93)
Department:	HHS	Date:	TBD
Reports to:	Director of Public Health Nursing	FLSA Status:	Non-Exempt

Statement of Duties

The Regional Clinical Community Health Worker (CHW) plays a key role by providing social, behavioral and resource support to community members to connect them to the services they need to improve health outcomes and addresses social determinants of health (SDoH). The employee will apply their unique understanding of the experience, language and/or culture of the populations they serve. The Clinical CHW serves as a member of the Health and Human Services team and reports directly to the Director of Public Health Nursing with operational and professional growth support from the CHW Manager. This position is funded through the Public Health Excellence grant and will also serve community members in the City of Cambridge.

The Clinical CHW will perform the following foundational activities:

- Providing culturally appropriate health education, information, and outreach in community-based settings, such as homes, schools, clinics, shelters, local businesses, and community centers
- Bridging and/or culturally mediating between individuals, communities and health and human services, including actively building individual and community capacity
- Assisting people to access the services they need
- Providing direct services, such as informal counseling, social support, care coordination, and health screenings
- Advocating for individual and community needs

Essential Functions:

Infectious Disease Case Investigation:

- Perform active surveillance and case investigation in a timely manner, accurately and completely record case reporting forms based on investigative practices while maintaining HIPAA and confidentiality using the MAVEN electronic surveillance database.
- Coordinate case follow up with PHN teams, inspectional services, other City departments, and Epidemiologists internally and externally at DPH to control the spread of disease.



- Educate cases or contacts of cases on up-to-date isolation requirements, including prevention strategies to mitigate disease spread and offer guidance for further testing or treatment modalities.
- At the direction of the Director of Public Health Nursing, perform home visits to vulnerable community members, including, but not limited to, tuberculosis Direct-Observation-Therapy and other evidence-based programs for identified at-risk populations.
- Maintains detailed, accurate and confidential records regarding CHW activities and related case records, public health screening, and common health data in accordance with Local and State Law.

Community Advocacy and Outreach

- Gather data regarding gaps in social and health support services in the City of Somerville and Cambridge and educate internal and external stakeholders about community characteristics, resources and needs.
- Build and maintain positive working relationships with peer CHWs, regional City staff, community members, and community-based organizations that provide needed support for the population served.
- Perform continuous research of trends and best practices in public health data to guide current and future CHW activities.
- Utilize motivational interviewing skills to identify the community members' individualized goals and priorities for their health while providing the tools to improve perceived self-efficacy and self-care.
- Engage with at-risk or vulnerable populations by performing social determinants of health (SDoH) and other culturally and linguistically appropriate health and wellness prevention screenings, offer brief intervention and referral to care with follow up activities.

Systems Navigation and Health Education

- Assist community members in identifying and enrolling in medical, social and behavioral health services, including scheduling and coordinating appointments as well as, assist in completion of applications for applicable health insurance or other government benefit assistance programs.
- Precisely document activities, workflows and outcomes in an effective manner consistent with organization's policies and procedures.
- Assist new arrivals (Immigration Class A/B) with navigating required medical assessments and community-based resources.
- Other duties as assigned.

Supervision Required

Under general direction, employee plans and prioritizes the majority of work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is



generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Supervisory Responsibility

Employee does not perform any supervisory functions.

Accountability

The nature of the professional or technical work means that errors in analysis, techniques or recommendations would probably be difficult to detect. Consequences of errors, missed deadlines or poor Judgment could result in excessive costs, delay of service delivery, or legal repercussions to the municipality. Other consequences of errors, missed deadlines or poor judgment may include significant monetary losses, waste of material, damage to buildings, equipment or personal injuries.

Judgment

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal, state and local regulations.

Complexity

The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Nature and Purpose of Personal Contacts

Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons.

Confidentiality



Access to some confidential information, not department-wide that is obtained during performance of essential functions, where the effect of any disclosure would probably be negligible or where the full significance of the overall confidential matter would not be apparent in the work performed.

MINIMUM QUALIFICATIONS

Education and Experience:

Bachelor's Degree and 3-5 years of experience in community health, outreach, human services, public health, or psychology; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. Applications demonstrating lived experience with proper knowledge of public health in lieu of education is encouraged.

Preferred Qualifications:

- Bi-lingual in Portuguese, Spanish and/or Haitian Creole preferred but not required.
- Experience working with diverse communities, people with mental illness and/or substance use disorder as well as immigrants and families, LGBTQ persons, people with limited financial resources, formerly incarcerated persons, and those without health insurance.
- Relevant administrative and/or office experience in a Behavioral Health/Public Health and/or a medical setting is helpful.
- Strong preference for a connection to the Somerville/Cambridge area.
- Community Health Worker Certification preferred but not required. Training will be provided to staff and there is an expectation to enroll in the training within 6 months of hire.
- Local Public Health Institute Training within 6 months of hire.
- MAVEN trained within 2 months of hire.
- Familiarity with ICS principles; Completion of ICS-100 and NIMS 500 within 2 months of hire.

Special Requirements:

- Some evening and weekend hours are required.
- Access to reliable transportation and ability to travel to various sites throughout the community and region.

Knowledge, Abilities and Skill

Knowledge: Familiarity with Somerville, Medford, and Arlington geography, services, and community-based organizations and resources. Experience in community outreach and program support. Public health



proven expertise; knowledge of infectious and communicable diseases, current control guidelines and best practices; experience with public health data systems, particularly MAVEN. Knowledge of MDPH 10 Core Competencies for Community Health Workers. Knowledge of Department of Transitional Assistance (DTA) services and able to navigate applicable state and federal basic needs benefits applications in paper or electronic form.

Abilities: Creativity, flexibility, sound judgment, and ability to take initiative. Ability to prioritize tasks and manage large amounts of information at one time. Positive attitude and open to changing environment. Ability to interact effectively and appropriately with the public in a culturally competent manner; ability to establish and maintain effective working relationships with co-workers.

Skill: Excellent interpersonal skills and demonstrated ability to interact professionally with culturally and educationally diverse staff and community. Demonstrated technical experience with Microsoft Office Suite, Outlook, Word, Excel (or similar databases), and Internet Explorer.

Work Environment

The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours in response to attend evening meetings or complete work assignments.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills

Few physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. May also be some occasional lifting of objects such as office equipment and computer paper (up to 30 lbs.)

Motor Skills

Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone, personal computer and/or most other office equipment including word processing, filing and sorting of papers.

Visual Skills

Visual demands require constantly reading documents for general understanding and analytical purposes.