



CITY OF SOMERVILLE, MASSACHUSETTS  
CITY COUNCIL

June 27, 2019

**SUMMARY**

Mayor's Request  
#208522

Requesting acceptance of a multi-year grant for \$94,662.16 per year (FY20, 21 and 22) with no new match required, from the MA Department of Public Health to the Health and Human Services Department for Tobacco Control Prevention.

**COMPLETE TEXT**

To the Honorable Board:

I respectfully request that your Honorable Board accept a multi-year grant of \$94,662.16 per year from Department of Public Health to the Health & Human Services Department for FY20, FY21, and FY22, under the provisions of MGL Chapter 44, Section 53A. This grant does not require the commitment of new matching funds. The purpose of this grant is to pay for Tobacco Retail Surveillance and Data Collection, Enforce local and State Tobacco Policies, perform retail inspections, compliance checks, enforcement and policy promotion.

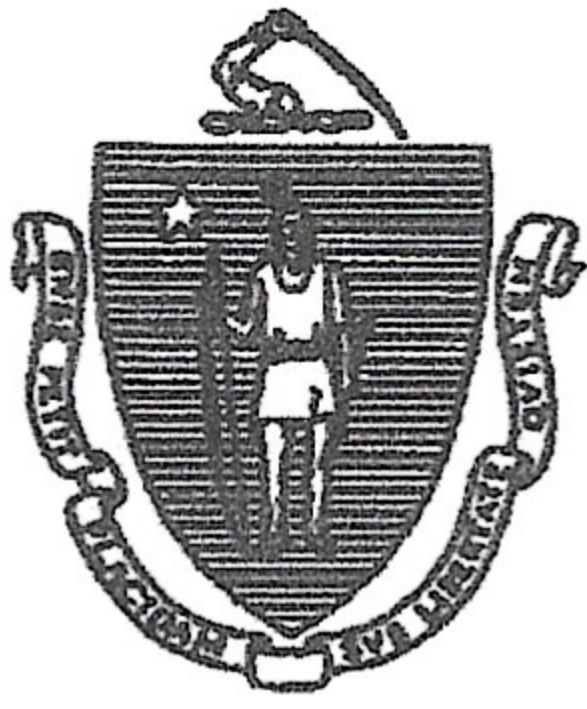
My staff will be available to answer any questions you may have. Thank you for your consideration of this item.

Respectfully submitted,  
Joseph A. Curtatone, Mayor

**RESULT**

**RESULT:            APPROVED**





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

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

June 01, 2021

Bonny Carroll & Denise Holland  
City of Somerville  
Six City Tobacco Control Collaborative  
50 Evergreen Avenue  
Somerville, MA 02145

RE: MA Tobacco Cessation and Prevention Program  
Contract #: INTF2903P01190128214

Dear Ms. Carroll and Ms. Holland:

The Massachusetts Department of Public Health, Bureau of Community Health and Prevention is pleased to inform you that your current contract to provide Tobacco related work through your organization is being renewed. The renewal amounts are indicated below:

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Current Amounts – All years (FY19-FY21):	\$ 323,946.32
Renewal Amount FY22:	\$ 94,662.16
Renewal Amount FY23:	\$ 94,662.16
New Total Maximum Obligation - All Years:	\$ 513,270.64

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Please read the attached conditions and respond within the timeframes specified. Complete and return the enclosed contract to the MDPH Purchase of Service (POS) Office by the date specified in the cover letter. If you have any questions regarding this award, please contact the people indicated below:

Program Contact: Jackie Doane | 617-624-5473 [Jacqueline.Doane@massmail.state.ma.us](mailto:Jacqueline.Doane@massmail.state.ma.us)

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Elizabeth Barry  
Deputy Director  
Bureau of Community Health and Prevention (BCHAP)



# 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>.

<b>CONTRACTOR LEGAL NAME:</b> CITY OF SOMERVILLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health	
<b>Legal Address: (W-9, W-4):</b> 93 HIGHLAND AVE SOMERVILLE, MA 02143-1740		<b>Business Mailing Address:</b> 250 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Denise Holland	<b>Phone:</b> 617-625-8600X4	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> dholland@somervillema.gov	<b>Fax:</b>	<b>Contract Manager:</b> Beth Harrington	<b>Phone:</b> 617-624-5807
<b>Contractor Vendor Code:</b> VC6000192138		<b>E-Mail:</b> Beth.Harrington@mass.gov	<b>Fax:</b> 617-624-5017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF2903P01190128214	
		<b>RFR/Procurement or Other ID Number:</b> 190128	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all grants §15 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to <u>08/30, 20 21</u> , Amendment: Enter Amendment Amount: \$ <u>189,324.32</u> (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION: (Check ONE option):</b> 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. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract:</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>513,270.64</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal with Maximum Obligation Change			
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 21</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>    </u> , 20 <u>    </u> , 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>08/30, 2023</u> , 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.			
<b>CERTIFICATIONS:</b> 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 therein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>    </u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph A. Curtatore</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>6/8/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	



**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

CONTRACTOR LEGAL NAME:  
CONTRACTOR VENDOR/CUSTOMER CODE:  
CONTRACT #:

**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
Joseph A. Curfanto	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: *Joseph A. Curfanto*  
 Title: Mayor  
 Telephone: 617-625-6600 ext 2100  
 Email: Mayor@somerville.ma.gov  
 Fax: 617-625-3434  
 Date: 6/7/2004

[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.



**Sub Recipient Notification**

The purpose of this communication is to fulfill the requirement established in 2 CFR 200.331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub-recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program, but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:

1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services, and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication only pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:

1. Commonwealth of Massachusetts Standard Contract form,
2. Purchase of Service - Attachment 3 - Fiscal Year Program Budget (if applicable),
3. The appropriate Commonwealth Terms and Conditions, and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

**Contract Number: INTF2903P01190128214**

**Vendor Name - FEIN: CITY OF SOMERVILLE - 046001414**

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2019	93 959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2018	06/30/2019	\$47,356.00
Grand Total of 2019							\$47,356.00
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2020	93 959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2019	06/30/2020	\$47,000.00
Grand Total of 2020							\$47,000.00
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2021	93 959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2020	06/30/2021	\$47,000.00



**Grand Total of 2021** **\$47,000.00**

<b>Fiscal Year</b>	<b>CFDA</b>	<b>Appropriation</b>	<b>Grant Name</b>	<b>Agency Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>
2022	93 959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2021	06/30/2022	\$47,000.00

**Grand Total of 2022** **\$47,000.00**

<b>Fiscal Year</b>	<b>CFDA</b>	<b>Appropriation</b>	<b>Grant Name</b>	<b>Agency Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>
2023	93.959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2022	06/30/2023	\$47,000.00

**Grand Total of 2023** **\$47,000.00**