

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH

SUBCONTRACT

This Agreement entered into between **Fenway Community Health Center**, a provider (hereinafter referred to as “FH”) currently under contract with the **Massachusetts Department of Public Health** (“MDPH”) and, **The City of Somerville Police Department**, a subcontractor (“SPD”) having its principal office at 220 Washington Street, Somerville, MA 02143.

WHEREAS: FH is authorized under contractor ID #**INTF2330MM32347302753** (**Post-Overdose Support Teams**) to provide services and wishes to subcontract a portion of these services to the SPD; and WHEREAS: the SPD represents itself as able and prepared to provide such services:

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

1. **Engagement**

FH enters into this subcontract agreement with the SPD to assign certain services specified in service contract ID # **INTF2330MM32347302753** between FH and the MDPH.

The subcontract shall include a Memorandum of Understanding that outlines the roles, responsibilities and resources provided by FH and the SPD (Attachment A). The Subcontract shall also include a Data Sharing Agreement that outlines the terms surrounding the transmission, storage, and disposal of personal data (Attachment B). The subcontract shall be duly filed at the Purchase of Service Office of the MDPH and/or at any other place as specified by the MDPH.

The Commonwealth Terms and Conditions for Human and Social Services, (hereinafter referred to as the Terms and Conditions) governing the contract between FH and the MDPH shall also apply to the SPD. In no instance shall the provisions of this subcontract be more restrictive or binding upon either of the parties in the engagement than the provisions set forth in the contract between FH and the MDPH.

2. **Qualifications**

The SPD shall provide assurances to FH that it meets qualification standards as specified by the Executive Office of Health and Human Services. SPD’S Master Agreement Number (MAID) is **NA**

3. **Location of Services**

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

4. Period of Performance

The period of performance for this subcontract shall be from: **September 30, 2022 – September 29, 2024** except that services shall not commence until the subcontract has been approved by the MDPH. Written notice shall be given by FH to the SPD by specifying the date on which services commence.

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

5. Payment

FH shall pay the SPD for services rendered in accordance with the rate established for such service by the MDPH and the payments thereunder shall not exceed the maximum obligation of the subcontract.

The maximum obligation of the subcontract is **\$40,000** over the two-year grant period, starting **September 30, 2022 and ending September 29, 2024**.

FH will reimburse SPD for costs incurred according to the following schedule:

Year 1: September 30, 2022 – September 29, 2023 – \$20,000 Total

Year 2: September 30, 2023 – September 29, 2024 – \$20,000 Total

6. Method of Payment

The SPD shall submit invoices to FH for expenses incurred on a monthly basis.

Invoices must include the Purchase Order number provided by FH, the period of service and total amount requested; the nature of the services rendered and their relevance to above scope of services, and the name of the individual(s) providing the service(s). Back up documentation to support the expenses included in the invoice is required.

Invoices will be submitted electronically via e-mail to:

Fenway Health/AIDS Action
Attn: Justine Kahn
1340 Boylston Street
Boston, Massachusetts 02215
jkahn@fenwayhealth.org

All invoices must be received within 30 days of the expiration date of the grant budget period.

The SPD is responsible for ensuring the accuracy of all invoices submitted to FH. FH may, with the consent of the SPD, adjust any invoice of the subcontract. A copy of any adjusted invoice shall be promptly sent to the SPD. All valid SPD invoices shall be paid by FH within 30 days of their receipt by FH. If FH expects payment to be delayed beyond any specified payment period herein, it shall promptly notify the SPD.

7. Amendments

Amendments to this subcontract must receive prior approval by the MDPH and may only be made using the subcontract amendment form developed for this purpose by the MDPH. Changes in the subcontract line item budget representing less than a 10% increase in any budget category MUST be approved by FH, but DO NOT need approval of the MDPH.

8. Integration

The following is hereby made part of this subcontract:

1. ATTACHMENT A: Memorandum of Understanding between Fenway Health and Somerville Police Department

In addition, this subcontract is conditioned upon there having been entered into and at all times remaining in effect a Terms and Conditions document signed by FH as a condition of entering into a contract with the Commonwealth of Massachusetts. In no case shall any provisions set forth in the MOU limit or amend the provisions of the Terms and Conditions, and in cases where a provision of this subcontract conflicts with that of the Terms and Conditions, the Terms and Conditions shall prevail.

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

Pursuant to Section 9 of the Terms and Conditions, FH shall be responsible to the MDPH for the performance of any subcontractor. As such, the subcontractor will comply with applicable federal single audit, cost principles, and administrative requirement standards. FH and the SPD

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

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

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

For Fenway Health

Ellen L. LaPointe

Signature

Ellen LaPointe, CEO

Print Name and Title

Dec 2, 2022

Date

For the Somerville Police Department

Charles Femino

Signature

Charles Femino, Chief of Police

Print Name and Title

11/28/22

Date

Attachment A

Memorandum of Understanding
between
Fenway Health
and
City of Somerville Police Department
Post-Overdose Support Teams

WHEREAS, the Access: Drug User Health Program of Fenway Community Health Center, Inc. (“Fenway Health/Access”), and the City of Somerville Police Department (“Somerville PD”) share a commitment to improving services for those at risk of drug overdose; and

WHEREAS, Fenway Health/Access was awarded funding under the Massachusetts Department of Public Health, Bureau of Substance Addiction Services Request for Response #234730 for Post-Overdose Support Teams (BID Number: BD-23-1031-BSAS0-BSA01-77465)

THEREFORE, the parties hereby agree to the following:

1. The Parties

- A. Fenway Health/Access. Fenway Community Health Center (Fenway Health) is a federally qualified community health center located in Boston, Massachusetts, serving individuals and families from throughout Greater Boston. AIDS Action, the public health division of Fenway Health, operates Access: Drug User Health Program (Access), which is one of several state-sanctioned and state-funded syringe exchange programs in Massachusetts and one of the state’s pilot sites for the distribution of naloxone, a nasal spray provided to PWIDs and their network of supportive family and friends to reverse potentially fatal overdose. Access also provides outreach, education, harm reduction counseling, and linkage to health care and treatment services.
- B. Somerville PD. The Somerville PD is the municipal law enforcement agency for the City of Somerville. Among its divisions is COHR (Community Outreach, Help & Recovery). COHR is a civilian unit whose mission is to promote care integration by building partnerships between and among behavioral health providers and the criminal justice

system. COHR is staffed by 2 LICSW, 1 LADC, and graduate level interns, and is responsible for outreach and follow up on police calls for service that involve behavioral health issues, as well as training for community and law enforcement, and jail diversion. COHR is a regional Crisis Intervention Team (CIT) training center for Law Enforcement and offers the CCAR Recovery Coach Academy and Mental Health First Aid training for community and law enforcement, and collaborates with community partners to host forums that inform best practice approaches to supporting recovery.

2. History of collaboration

Access and the Somerville PD, specifically the COHR Division, have a long history of collaboration including their work on the Community Stakeholder Meeting on Mental Health, Addiction and Criminal Justice and the OPEN Massachusetts Opioid Abuse Prevention Collaborative (MOAPc) cluster. Access and Somerville PD began coordinating community trainings together starting in 2014. These entities have worked effectively to provide overdose after care and follow up since 2018 through BSAS State Opioid Response funding which was renewed in 2020. Through the most recent BSAS procurement, this work will continue for another 2 years with options to renew.

3. Roles and responsibilities related to the *Post-Overdose Follow-Up with First Responders Program*

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

7. Coordinate with Partners re: outreach visits, expectations.
8. Enter into data sharing agreement with SPD (Attachment B).
9. Receive monthly invoices from Somerville PD and process for payment.

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

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

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

- A. Fenway Health/Access. As lead agency for this grant, Fenway Health/Access will provide all necessary infrastructure and supporting resources to ensure the overall success of the state-funded program, including office space, computers and supplies, and travel expenses for Fenway Health staff. Roles of responsible staff include the following:
- Dana Longobardi. Director of Administration, Public Health Prevention Programs. Oversee all Access program services, activities, and community relationships and supervise Access Program Manager
 - Brian Sink, Program Manager, Access Program. Manage all Access initiatives and provide oversight for the Post Overdose Support Teams project. Supervise the Outreach Coordinator.

- Grant Patch, Outreach Coordinator, Access Program. Establish communication channels and processes with community partners, coordinate outreach visit schedules, and lead routine meetings with program partners. Supervise the Overdose Aftercare Outreach Specialist.
- TBH, Overdose Aftercare Outreach Specialist. Partner with the Somerville Police Departments to receive data related to overdose and to conduct post-overdose visits to survivors and family to provide support.

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

- Patty Contente, COHR/CIT Director: Provide program oversight and guidance on project implementation.
- Justin Tran, Simmons University MSW and HaRT project intern assigned for FY23. HaRT is a specialized program focused on increasing students understanding of harm reduction.
- Meredith Willis, Senior Crime Analyst: Oversee accuracy related to opioid related 911 call data.
- Chief Charles Femino: Approve officer participation in outreach activities.

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

Signed,

Ellen L. LaPointe
Ellen L. LaPointe (Dec 2, 2022 14:09 EST)

Ellen LaPointe
CEO
Fenway Community Health Center, Inc.

Dec 2, 2022

Date

Charles Femino

Charles Femino
Chief of Police
Somerville Police Department

11/29/22

Date

Attachment B

Data Sharing and Confidentiality Agreement between
Fenway Health
and
City of Somerville Police Department

The Data Sharing and Confidentiality Agreement terms and conditions are intended to protect the privacy and security of all personal data that Fenway Health may receive from Somerville Police Department in the performance of its duties and responsibilities under Post-Overdose Support Teams (POST) contract #INTF2330MM32347302753 with the Massachusetts Department of Public Health.

Background and Purpose

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

Terms and Conditions

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

- Identifiable information of overdose survivors will be shared by SPD with members of Fenway Health's Access Program during regularly scheduled Post Overdose Outreach Meetings. Overdose data may be shared either verbally or by allowing Access team members to view printed reports from SPD's overdose database during these meetings.
- No identifiable information will be transmitted electronically
- Any hand written notes containing identifiable information will be destroyed using a shredding machine as soon as the information is no longer needed.
- Any identifiable information captured by the Access Program for the purposes of engaging in the initial contact of an overdose survivor will be maintained in a password protected Excel Spreadsheet and stored on a secure server at Fenway Health. The spreadsheet data will be permanently deleted when it is no longer needed to engage with

the client, or within 30 days of the funding period end date.

- The Access Program uses REDCap, a secure online database, for data reporting purposes for SOR grants. The Access Program Team reports certain information to the funder, including the zip code where the overdose occurred, pertinent details surrounding the overdose event, and any work the Overdose Aftercare Team did with the survivor. All information inputted into the POST REDCap reporting system will be de-identified. The Access program will not report any identifiable information without written authorization from the participant.

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

Ellen L. LaPointe
[Ellen L. LaPointe \(Dec 2, 2022 14:09 EST\)](#)

Dec 2, 2022

Ellen LaPointe
CEO
Fenway Community Health Center, Inc.

Date

Charles Femino
Charles Femino
Chief of Police
Somerville Police Department

11/23/22
Date


FY23-25_Subcontract_MOA-DSA_SomPolice- for signature

Final Audit Report

2022-12-02

Created:	2022-12-02
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 Signer elapointe@fenwayhealth.org entered name at signing as Ellen L. LaPointe

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 Document e-signed by Ellen L. LaPointe (elapointe@fenwayhealth.org)

Signature Date: 2022-12-02 - 7:09:35 PM GMT - Time Source: server- IP address: 107.181.18.202

 Agreement completed.

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