

# AGENDA PACKET

10/03/18 REGULAR MEETING

## DOCUMENT LIST

### Agenda Item 5a:

- No documents

### Agenda Item 6a:

- No documents

### Agenda Item 6b:

- Fiscal Year 2019 Budget Message

### Agenda Item 8a:

- Commonwealth of Massachusetts Standard Contract for a grant from the Massachusetts Department of Children and Families, to Children's Cove, in the amount of \$140,000.00, for the period of July 1, 2018 through June 30, 2019 to provide services to strengthen relationships between family members

### Agenda Item 8b:

- Standard Contract with the Commonwealth of Massachusetts for an amendment to a contract, for a grant from the Massachusetts Executive Office of Elder Affairs, to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program, in the amount of \$69,092.00 for Fiscal Year (FY) 2019, increasing FY19 funding to 100% and extending the period of performance to June 30, 2019
- Standard Contract with the Commonwealth of Massachusetts for an amendment to a contract, for a grant from the Massachusetts Executive Office of Elder Affairs, to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program, in the amount of \$69,092.00 for Fiscal Year (FY) 2018, increasing FY18 funding to 100% and extending the period of performance to September 29, 2018

Agenda Item 8c:

- New Fund Memo dated September 28, 2018 to the County Commissioners from Quan Tobey regarding a Narcan contract to the Human Services Dept.
- Standard Contract with the Commonwealth of Massachusetts for an amendment to a contract, for a grant from the Massachusetts Executive Office of Health and Human Services to the County Human Services Department in the amount of \$20,000.00 for a period through June 30, 2019 for Barnstable Narcan

Agenda Item 8d:

- Memorandum dated September 28, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding the Notice of a Bid Award for the Lease of the County Farm
- Attachment B, Cost Proposal from the Request for Proposals for the Lease of the County Farm

Agenda Item 8e:

- Memorandum dated September 27, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding the Notice of a Bid Award for the Qualified Vendors to Perform Maintenance on the County Dredge “Cod Fish” and the County Workboat “J. W. Doane”

Agenda Item 8f:

- Agreement, through the Cape Cod Commission, with Hemenway & Barnes, LLP to provide legal advice and representation for a period through June 30, 2021

Agenda Item 8g:

- Memorandum dated October 2, 2018 to the County Commissioners from the Community Septic Loan Program regarding Certificates for Dissolving Septic Betterments assessments upon parcels of real estate in Notices of Betterment Assessment recorded as: Book 1316, Page 470; Book 10973, Page 284; Book 11617, Page 234; Book 13215, Page 228; Book 18282, Page 237, Barnstable County Registry of Deeds

Agenda Item 8h:

- Standard Contract for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, in the amount of \$91,500.00, for the period of October 1, 2018 through June 30, 2019, to support the Tobacco Cessation and Prevention Program

Agenda Item 8i:

- Fund Request Memo dated October 1, 2018 to the County Commissioners from Julie Ferguson regarding a New Fund Request for the Massachusetts Tobacco Control Program

Agenda Item 8j:

- Correspondence dated September 6, 2018 to Leo Cakounes, Chair, Barnstable County Commissioners from Harold Mitchell, Chairman, Cape Cod Commission
- Attestation of the Board of Regional Commissioner vote of September 19, 2018 to accept the recommendation of the Cape Cod Executive Committee in a letter dated September 6, 2018, and authorize the Chair and Staff to begin contract negotiations with Kristy Senatori to fill the permanent position of Executive Director of the Cape Cod Commission and schedule an Executive Session meeting for the full Board to negotiate and execute said contract

Agenda Item 8k:

- No documents.

# AGENDA ITEM 6b

Fiscal Year 2020 Budget Message



# BARNSTABLE COUNTY COMMISSIONERS

SUPERIOR COURTHOUSE  
3195 MAIN STREET  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630  
PHONE: (508) 375-6648  
FAX: (508) 362-4136

HOME RULED CHARTERED  
IN 1989

RONALD R. BEATY  
Barnstable

LEO G. CAKOUNES  
Harwich

MARY PAT FLYNN  
Falmouth

## **PROPOSED FY18 BUDGET MESSAGE & BUDGET DEVELOPMENT GUIDELINES**

The Barnstable County Commissioners, in preparation of the Barnstable County Regional Government Annual Budget FY19, would like to take this opportunity to first and foremost thank the County Administrator, Finance Director, Staff and Departments Heads for their efforts in achieving the outstanding Standard and Poor Bond Issuance Rating of AA.

All of you should see this effort as a Report Card, and achieving the rating of AA did not come without sacrifice through the FY18 Budget preparation.

However; let's not enjoy spring break yet. Much work lies ahead to maintain this excellent rating and continue, as promised to S&P during their review, to establish standards, policies, procedures and practices that will assure a long future for County Government.

As we begin to prepare our FY19 Budget we are faced with many decisions that may impact the services we provide. With continuing decreases in revenue, and less grant opportunities, the County is faced with challenges similar to all the Towns across the Commonwealth such as rising Health costs past spending habits and adding settlement costs on litigation.

It is for these reasons the County Commissioners have compiled the following Budget Development Guidelines for our Administration and Departments. Most are self-explanator.

As we move forward with our space allocation and fulfilling the space requirements for our tenants, the County should be aware of true carrying costs of its Departments.

The County Commissioner strongly consider that Budget will no longer be balance with expenditures from Reserves. A practice the Board adopted in FY17.

Since the adoption of this practice, County reserves are beginning to become re-established. Now more than in recent years the Commissioners will maintain the practice of NOT balancing the Budget with reserve.

**PROPOSED FY18 BUDGET MESSAGE & BUDGET DEVELOPMENT GUIDELINES**

1. Commissioners have adopted a New Hire Policy in July 2017; all Departments shall follow these Guidelines. Any proposed new positions must show a revenue increase directly related to the new position and adequately increase enough revenue to cover not only salary but related costs, i.e.; benefits, future COLA, OPEB. And follow the procedure in the New Hire Policy.
2. Any increase of hours of Part-Time employees. Any proposed increase of hours to a part-time employee shall be supported by a direct increase in Department Revenue to cover all related salary costs.
3. All departments shall continue reporting and Budget request similar forms. The Finance Department shall create a Budget form which all Departments shall use. (simple and same format)
4. The Budget submitted to the Commissioners and Assembly of Delegates shall not include the standard boiler plate “Goals, Objectives and Narrative” that have been included in the past. They can be available on line, or to any new elected official that requests them.
5. All Capital Budget Requests with funding source shall be listed on the Departments Request form, and compiled on a separate sheet with all projected bonding expenditures. These items shall be included in the FY18 Budget Ordinance, and a separate Bonding Ordinance shall be prepared listing each project and amount with term of Bond anticipation. Capital Bonding Budget shall follow the time line within the County Charter.
6. Each Department shall continue to allocate an estimate of related cost of Utilities, Phone service, Custodial Service as relates to the space allocated to the Department. This exercise will begin to establish the future true costs of each Department and be a useful tool in the allocation of space, and ability of County Departments becoming self-sustaining.
7. The Budget shall contain a line item of Debt Budget, i.e. principal and interest on debt. A recurring funding source should be allocated for this continuing expense. Staff is requested to attempt to address this allocation for future bonding expenses.
8. Staff shall continue to address the outstanding Bonding of projects that have been completed with budgeted and available revenue. This includes the re-vote of Ordinances to change funding from Bonding to a funding source such as Stabilizations Fund, Other Available Funds, Reserves, or sources recommended by the Finance Director, and reconsideration on votes of projects not yet started.
9. The Budget shall reflect (if any) the effects of the new State and Federal laws that deal with Earned Sick Time, Overtime Calculation, Health related increases and Massachusetts Wage & Hour Laws. Staff shall continue to keep the Commissioners informed as to any changing laws and their effect on County operation.
10. The FY19 Budget shall be balanced with projected Revenues with consideration the use or transfer of Reserves, or new Tax increase.
11. The County Commissioners plan to create a 3-year Strategic Plan for Barnstable County. Staff shall review all services related to their Departments and establish a Cost vs Effectiveness of these services. This exercise will aid the Commissioners in establishing a Strategic Plan.

**PROPOSED FY18 BUDGET MESSAGE & BUDGET DEVELOPMENT GUIDELINES**

12. In the event the Early Retirement Plan is offered to staff by the Commissioners, the New Hire Policy shall be followed for purpose of back filling vacancies.
13. Projected Revenues shall reflect, along with other projection tools and practices, a three-year average of actual Revenue collected. Consideration of unusual years maybe be noted.
14. Each Department shall identify a reduction within their respective Budgets in the event the Commissioners are faced with Budget Deficit steaming from rising fixed cost such as Health, operating costs and possible litigation settlement costs.
15. Staff shall continue to identify a fixed funding source to be allocated to OPEB reserve account.
16. Staff need to evaluate all positions which have been established using a Grant funding source, each position and Grant shall be reviewed to determine that the County still receives Grant funding and is adequate to cover the expense of the Position. Positions which have been determined the Grant Funding is coming to an end, or ended, will need to be re-evaluated as to their continuing funding within the General Fund of the Budget. New funding sources shall be identified for their continuing support.
17. Each Department shall explore all services under its jurisdiction and explore possibilities of reorganization within the Department, County Government and other State and Federal agencies to limit the Counties Liability and better provide the service.

**PROPOSED FY18 BUDGET MESSAGE & BUDGET DEVELOPMENT GUIDELINES**



## BARNSTABLE COUNTY COMMISSIONERS

SUPERIOR COURTHOUSE  
3195 MAIN STREET  
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MARY PAT FLYNN  
Falmouth

### MEMORANDUM

**DATE:** November 29, 2017  
**TO:** Department Heads and County Staff  
**FROM:** Leo G. Cakounes  
**SUBJECT:** FY19 Budget Message and Development Guidelines

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First, I would like to apologize for the distribution of the FY19 Budget Message and Development Guidelines to County Department Heads and the Assembly of Delegates in an un-edited format. It was a clear mistake derived from miscommunications between myself and County staff. I take full responsibility for any confusion this caused.

It has been brought to my attention that many areas within the Budget Message and Development Guidelines need clarification.

- Guidelines #1 & 2 address new hires and the increase of hours for part-time employees. The position of the Board is to follow the recently adopted County Hiring Policy. Also, a reference that any increase of hours “shall be supported by a direct increase in Department Revenue” is the same position the Board took while developing the FY18 budget. We are trying to control rising employee costs with a somewhat flat revenue source. Rather than impose a blanket hiring freeze, the idea was to allow the Departments an avenue to request additional hours or even staff.
- Guideline #10 addressed balancing the budget without the use of reserves. This paragraph simply was not edited correctly. The Board’s intent is NOT to use reserves to balance the budget. This practice was used in the past and lead the County to deplete all our savings. All municipalities must use reserves to operate, and then replenish those reserves once revenues are received. However, creating a budget that exceeds expected revenues is a practice the current Board does not support. Commissioner Flynn did not want to definitively state that the

County would not use reserves, or pursue a new tax increase at this time. Therefore, the Board amended the Budget Message to include that it would consider such options.

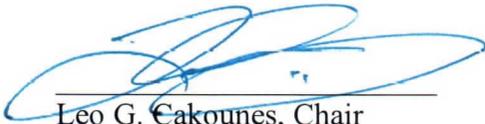
- Throughout the Document the notation FY18 appears instead of FY19, a simple edit oversight.
- Many of the paragraphs in the message and development guidelines are directly related to all staff and not direction solely for Department Heads. I attempted to delineate these sections by stating “Staff” shall ....”, or “Departments shall...” when writing.

In the past years the Board has not met the requirements in the Home Rule Charter in preparing a Budget Message. The current Board has only done so in the past two years.

As we move forward preparing the FY19 budget the Board knows that each of you will be faced with uncertainty, especially with the possibility of the County offering an Early Retirement Incentive Program.

Please do not hesitate to contact myself or my fellow Commissioners if further questions arise.

Sincerely,



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Leo G. Cakounes, Chair  
Barnstable County Board of Regional Commissioners

# AGENDA ITEM 8a

Authorizing the execution of a contract for a grant from the Massachusetts Department of Children and Families, to Children's Cove, in the amount of \$140,000.00, for the period of July 1, 2018 through June 30, 2019 to provide services to strengthen relationships between family members



## Requester

<b>Request Date</b>	09/25/18 09:49 AM
<b>Department</b>	Children's Cove
<b>Submitted by</b>	Bobbi Moritz
<b>Requester Email</b>	bobbi.moritz@barnstablecounty.org
<b>Department Director</b>	Stacy Gallagher
<b>Department Director Email</b>	sgallagher@childrenscove.org
<b>No. of Additional Staff Emails</b>	2
<b>Additional Staff #1 Name</b>	Julie Ferguson
<b>Additional Staff #1 Email</b>	jferguson@barnstablecounty.org
<b>Additional Staff #2 Name</b>	Nancy Raymond
<b>Additional Staff #2 Email</b>	nraymond@childrenscove.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/18
<b>Request Type</b>	Contract
<b>Vendor Type</b>	Other Entity
<b>Vendor</b>	Department of Children and Families
<b>Vendor Abbreviation</b>	MADCF
<b>Additional Identifier</b>	Supportive Preventive Contract

## Fiscal Information

<b>Grant Funded</b>	Yes
<b>Grant Name</b>	Department of Children and Families
<b>Request Amount Type</b>	Funds to be received
<b>Funds to be Received</b>	140000.00

<b>Total Needs Action Amount</b>	140000.00
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## Performance Period

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<b>Period Type</b>	Time Period
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<b>Period Begins</b>	07/01/18
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<b>Period Ends</b>	06/30/19
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## Summary of Request

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### Brief Summary of request

Children's Cove received a grant award in the amount of \$140,000.00. Funds will help support the salary and fringe for 3 staff members for approximately 10 pay periods.

Please sign and date (in blue ink) 3 copies each of the attached Standard Contract Form and Contractor Authorized Signatory Listing Form (CASL). The CASL needs to be notarized as well.

I have also attached the Fiscal Year Program Budget that details the funding allocations as stated above. The Program Summary is attached as reference.

The signed documents need to be returned to the funder by October 5, 2018.

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## Town Services Information

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<b>Towns Serviced</b>	Not Applicable (N/A)
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## Documents

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<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/441810787/65921485_dcf_fy19_documents_9-25-18.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/441810787/65921485_dcf_fy19_documents_9-25-18.pdf</a>
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<b>original signatures to follow?</b>	No
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<b># of signature page sets for return</b>	3
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## Final Approval

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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osc](http://www.mass.gov/osc) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> County of Barnstable (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Children and Families <b>MMARS Department Code:</b> DSS
<b>Legal Address:</b> (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02601	<b>Business Mailing Address:</b> 500 Main Street, Hyannis, MA 02601
<b>Contract Manager:</b> Bobbi Moritz	<b>Billing Address (if different):</b>
<b>E-Mail:</b> bobbi.moritz@barnstablecounty.org	<b>Contract Manager:</b> David Monteith
<b>Phone:</b> 508-375-6873 <b>Fax:</b> 508-375-6887	<b>E-Mail:</b> david.monteith@state.ma.us
<b>Contractor Vendor Code:</b> VC6000194979	<b>Phone:</b> 508-760-0287 <b>Fax:</b>
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> INTF0000052101920248 <b>RFR/Procurement or Other ID Number:</b> Legislative Exemption
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input checked="" type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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 <i>new</i> Total if Contract is being amended). <b>\$140,000.00.</b>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<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.) Contract to provide services to strengthen relationships between family members through meetings, special events, activities, and exercises which allow non-offending parents, child and siblings to spend "quality time" together re-building trust, support, acceptance and pride within the family.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <b>Effective Date</b> below and <u>no</u> obligations have been incurred <u>prior</u> to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 3. were incurred as of <b>July 1, 2018</b> , a date <u>PRIOR</u> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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 <b>June 30, 2019</b> , 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 makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, 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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**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.

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>
Leo Cakounes	County Commissioner
Mary Pat Flynn	County Commissioner
Ron Beaty	County Commissioner

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.

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Title: County Administrator Telephone: 508-375-6648

Fax: 508 375 0140 Email: jack.yunits@barnstablecounty.org

[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.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

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**PROOF OF AUTHENTICATION OF SIGNATURE**

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

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

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beaty

Title:County Commissioners

**X** \_\_\_\_\_

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

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

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

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

**AFFIX NOTARY SEAL**

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

\_\_\_\_\_, 20 \_\_\_\_.

**AFFIX CORPORATE SEAL**

**PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

Contractor Name: County of Barnstable	Department Name: Department of Children and Families
Program Type: Supportive Preventive	Document ID #: INTF0000052101920248
Program Name: Children's Cove: Cape Cod & Islands Child Advocacy Center	UFR Program #: 11
Program Address: 1225 Mary Dunn Road	MMARS Activity Code: FBSS
City/State/Zip: Barnstable, MA 02630	Other Reference Information (Information Purposes Only):
Contact Person: Stacy Gallagher	Contact Person: David Monteith
Telephone: 508-375-0410	Telephone: 508-760-0287

RFR INFORMATION:  Attached  RFR Reference # \_\_\_\_\_  
 legislative exemption  emergency  collective purchase  interim  amendment

SCOPE OF SERVICES:  Bidder's Response Attached  Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 7-1-18 to 06/30/2019

INITIAL DURATION: 7-1-18 to 06/30/2019

OPTIONS TO RENEW: N/A options to renew for N/A years each option

**FISCAL TERMS**

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			19	140,000.00		
<input type="checkbox"/> <b>OPTION 1: PRICE AGREEMENT</b> (list price) \$ _____ rate regulation (if any) _____						
<input type="checkbox"/> <b>OPTION 2: SUMMARY BUDGET</b> ("T" lines only) <input type="checkbox"/> unit rate <input type="checkbox"/> cost reimbursement <input type="checkbox"/> other _____						
<input checked="" type="checkbox"/> <b>OPTION 3: COMPLETE BUDGET</b> <input checked="" type="checkbox"/> cost reimbursement <input type="checkbox"/> unit rate <input type="checkbox"/> other _____						
	Total: \$		Total: \$140,000.00		Total: \$	
	<b>Multi-Year Total: \$</b>					

CURRENT  
 MAX OBLIGATION: \$140,000.00 UNIT RATE: \$ \_\_\_\_\_ per: \_\_\_\_\_ # BILLABLE UNITS: \_\_\_\_\_

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: The Department and the Vendor/Contractor have agreed that the claimed performance was made and accepted on the following dates: \_\_\_\_\_ and that the total value of the performance to be compensated under this settlement agreement and release is: \$ \_\_\_\_\_.

**PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET**

Program Name:		Document ID#:		MMARS Act. Code		Program Type:		UFR Prog. #		
Cape Cod & Islands Child Advocacy Center		INTF0000052101920248		FBSS		Supportive Preventive		11		
UFR Title #	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimb. Cost
	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
102	Program Director	1.00	\$ 37,485				\$ 37,485			\$ 37,485
103	Assistant Director	1.00	\$ 34,332				\$ 34,332			\$ 34,332
137	Prog. Sec; Clerical	1.00	\$ 20,058				\$ 20,058			\$ 20,058
	<b>SUBTOTAL STAFF</b>	<b>3.00</b>	<b>\$ 91,876</b>		<b>\$ -</b>		<b>\$ 91,876</b>	<b>\$ -</b>		<b>\$ 91,876</b>
150	Payroll Taxes		\$ 1,332				\$ 1,332			\$ 1,332
151	Fringe Benefits		\$ 46,792				\$ 46,792			\$ 46,792
100	<b>Total Direct Care/Program Staff</b>		<b>\$ 140,000</b>		<b>\$ -</b>		<b>\$ 140,000</b>	<b>\$ -</b>		<b>\$ 140,000</b>
300	<b>Total Occupancy</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
200	<b>Total Other Direct Care/Program</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
16	Direct Admin Expenses									\$ -
16	Program Support									
*410	Other Direct									
390	Administrative Expenses									
500	<b>Total Direct Administrative Exp.</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
	<b>SUBTOTAL PROGRAM COSTS</b>		<b>\$ 140,000</b>		<b>\$ -</b>		<b>\$ 140,000</b>	<b>\$ -</b>		<b>\$ 140,000</b>
10	Agency Admin. Support Allocation %									\$ 140,000
	<b>PROGRAM TOTAL</b>		<b>\$ 140,000</b>		<b>\$ -</b>		<b>\$ 140,000</b>	<b>\$ -</b>		<b>\$ 140,000</b>

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; to be included in the price paid by the Commonwealth) % \$ :N/A for Cost Reimbursement

Subtotal of offsets which are for non-reimbursable costs.

Reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB

Regulation A-122 and/or 808 CMR 1.00.

Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$

**PURCHASE OF SERVICE**  
**ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE**

<b>Program Name:</b> Children's Cove: Cape Cod & Islands Child Advocacy Center	<b>Document ID#</b> INTF0000052101920248	<b>MMARS Act. Code:</b> FBSS	<b>Program Type:</b> Supportive Preventive	<b>UFR Prog #</b> 11
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**AMENDMENT #, IF APPLICABLE:**

**UNIT RATE CALCULATION**

1. Program Total Costs		<u>\$0</u>
2a. Program Offsets:	<u>Source</u>	<u>Amount</u>
	_____	<u>\$0</u>
2b. Offsets for Non-Reimbursable Costs:	_____	<u>\$0</u>
Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.		
2. Subtotal Offsets (Line 2a + Line 2b)		<u>\$0</u>
3. Net Adjusted Program Costs (LINE 1 minus LINE 2)		<u>\$0</u>
4. Total Program Capacity	<u>0</u> (# of units)	<u>0</u> (Type of unit)
5. Share of Total Capacity Purchased by Contract	<u>0</u> (# of units)	<u>0%</u> (% of line 4)
6. Negotiated Utilization Factor, if any	<u>0%</u>	
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6)	<u>0</u> (# of units)	
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)	<u>#DIV/0!</u>	
9. Maximum # of Billable Units (LINE 5 x LINE 6)		<u>0</u>

**OTHER PRICE CALCULATION METHOD**

10. Enter relevant information: \_\_\_\_\_

**MAXIMUM OBLIGATION CALCULATION**

11. For Unit Rate: Line 8 X Line 9 For Other Price Calculation Method, Enter Obligation From Line 10 For Cost Reimbursement: Enter Reimbursable Cost Total From Program Budget		<u>\$0</u>
12. Invoice Offset	<u>SOURCE</u>	<u>AMOUNT</u>
	_____	<u>\$0</u>
	_____	<u>\$0</u>
	_____	<u>\$0</u>
12. Subtotal		<u>\$0</u>
13. Maximum Obligation for the Program (LINE 11 minus LINE 12)		<u>\$140,000</u>
14. Capital Budget (from Capital Budget Form), if applicable		<u>\$0</u>
15. Total Maximum Obligation for Program (LINE 13 + LINE 14)		<u>\$140,000</u>

**FOR INFORMATION ONLY:**

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

<u>SOURCE</u>	<u>AMOUNT</u>
_____	<u>\$0</u>
_____	<u>\$0</u>

**DEPARTMENT OF CHILDREN AND FAMILIES ATTACHMENT: PROGRAM/MODEL SUMMARY**

**CONTRACT NUMBER:** INTF0000052101920248 **FY:** 2019 **DATES FROM:** 7-1-18 **TO:** 06/30/2019

**PROVIDER NAME:** County of Barnstable

**PROVIDER PROGRAM NAME:** Children's Cove: The Cape Cod & Islands Child Advocacy Center

**DCF MODEL NAME:** Supportive Preventive

**DCF MMARS PROGRAM CODE AND NAME:** FNSS Family Networks/S&S/Support and Stabilization

The purpose of the PROGRAM /MODEL SUMMARY attachment is to provide an executive summary of each program model contained in the contract. **Limit descriptive narrative to this page only.**

Children's Cove (the Cove) offers a safe, welcoming place for children who have been sexually abused, severely physically abused, witness to domestic violence, or commercially exploited (CSEC) and their non-offending family members to find support and advocacy. The Cove professionals and community support teams respond to each child with dignity, respect, care, and compassion. They create a safe, friendly environment that helps mitigate the trauma of abuse and help the healing process to begin.

A department within the County of Barnstable, the Cove maintains a unique collaborative among partner agencies including Barnstable County, the Cape and Islands District Attorney's Office, Department of Children and Families (DCF), Department of Mental Health (DMH) and Cape Cod Healthcare. The Cove is one of twelve Child Advocacy Centers (CAC) in Massachusetts and over 800 nationally. Over the past 21 years, the Cove has demonstrated that by taking a regional approach to helping vulnerable, abused children, agencies involved in every case bring a commitment to the victim's recovery and the offender's prosecution. As pioneers of a groundbreaking collaborative and regional approach to addressing the extraordinary circumstances of child abuse, Children's Cove has gained statewide and national recognition as a model organization with programs that have been replicated on a broader scale.

Children's Cove is a fully operational and accredited Child Advocacy Center (CAC) with the National Children's Alliance (NCA) in Washington, D.C. The Cove's multidisciplinary programs include the Sexual Abuse Intervention Network (SAIN) Team which is the investigatory component of the program through forensic interviews. Medical examinations are provided by the Nurse Practitioner/Pediatric Sexual Assault Nurse Examiner (Pedi-SANE) who utilizes state-of-the-art procedures to gather evidentiary digital images used in court proceedings. Case tracking and team reviews, family advocacy, specialized therapeutic referrals, education, and training, and follow-up supports are among the programs the Cove provides free of charge to the victim and non-offending family members. The Cove's Mental Health Program is available 24 hours/day – 7 days/week and includes a Mental Health Coordinator who a staff member able to refer children and families to appropriate, trauma-informed provider networks. The Cove's Family Advocate works with the family to identify needs and community resources that help the family navigate the complex system that is part of the investigation in a non-stigmatizing and confidential manner. As part of the MA. Child Welfare Grant, the Cove implemented an initiative to educate the community, law enforcement, and human service agencies about the Commercial Exploitation of Children (CSEC). An advisory board and multidisciplinary steering committee was created to develop the CSEC response protocols for Cape Cod and the Islands. A CSEC Case Manager will be hired in FY19. Children's Cove serves the same jurisdictional zones as that of the District Attorney's Office and the area office of the Department of Children and Families. This includes the fifteen towns of Cape Cod, the six towns on the islands of Martha's Vineyard and Nantucket.

The Cove continues to provide educational outreach and training to the community on issues of child abuse. Community members include law enforcement, prosecutors, emergency medical providers, firefighters, and child protection professionals. The Cove continues to plan and implement its multi-media awareness campaign that includes radio, news articles, and public service announcements. It has strengthened its presence throughout the region by reaching out to the schools and participating in events that engage families. The Cove's partnership with the schools includes the Teen TASK (Taking a Stand for Kids) Force to raise awareness, educate, and advocacy. Through year two of the AmeriCorps Volunteers in Service to America (VISTA) grant program, the Cove has a VISTA service partner who is expanding the Cove's ability to educate and sustain its volunteer recruitment program.

# AGENDA ITEM 8b

Authorizing the execution of an amendment to a contract, for a grant from the Massachusetts Executive Office of Elder Affairs, to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program, in the amount of \$69,092.00 for Fiscal Year (FY) 2019, increasing FY19 funding to 100% and extending the period of performance to June 30, 2019



## Requester

<b>Request Date</b>	09/28/18 11:22 AM
<b>Department</b>	Human Services
<b>Submitted by</b>	Quan Tobey
<b>Requester Email</b>	quan.tobey@barnstablecounty.org
<b>Department Director</b>	Beth Albert
<b>Department Director Email</b>	balbert@barnstablecounty.org
<b>No. of Additional Staff Emails</b>	2
<b>Additional Staff #1 Name</b>	Tracey Benson
<b>Additional Staff #1 Email</b>	tracey.benson@barnstablecounty.org
<b>Additional Staff #2 Name</b>	Julie Ferguson
<b>Additional Staff #2 Email</b>	jferguson@barnstablecounty.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/18
<b>Request Type</b>	Grant
<b>Vendor Type</b>	Other Entity
<b>Original Funder</b>	Massachusetts Executive Office of Elder Affairs
<b>Vendor Abbreviation</b>	MA EOEА
<b>Additional Identifier</b>	SHINE Contract Amendment

## Fiscal Information

<b>Grant Funded</b>	Yes Fund Established
<b>Grant Name</b>	SHINE
<b>Fund</b>	2785

<b>Request Amount Type</b>	Funds to be received
<b>Funds to be Received</b>	55273.00

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## Performance Period

<b>Period Type</b>	From Agreement Execution
<b>Period Ends</b>	06/30/19

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## Summary of Request

<b>Brief Summary of request</b>	<p>This amendment increases SFY19 funding to 100%, for total SFY19 funding of \$69,092. Funding will be used to pay salary and fringe for Tracey Benson, SHINE Regional Program Manager.</p> <p>Owen: As discussed, I just received these documents late yesterday afternoon and there was an unrealistic request from EOEA to have this signed and returned today. I have informed EOEA that the earliest we can return a signed amendment is Wednesday or Thursday of next week. Please let me know if we will be unable to have this on the CC agenda for Wednesday 10/3 so I can inform EOEA of an expected arrival date. Please sign in blue ink if possible. Thank you.</p>
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## Town Services Information

<b>Towns Serviced</b>	Countywide
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## Documents

<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442736947/65921485_sfy19_shine_contract_amendment_of_55273_unsigned_9.28.18.docx">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442736947/65921485_sfy19_shine_contract_amendment_of_55273_unsigned_9.28.18.docx</a>
<b>original signatures to follow?</b>	No
<b># of signature page sets for return</b>	3

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## Final Approval

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME</b> County of Barnstable (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs <b>MMARS Department Code:</b> ELD
<b>Legal Address:</b> (W-9, W-4, T&C): 3195 Main St., Barnstable, MA. 02630-1105	<b>Business Mailing Address:</b> Room 517, 1 Ashburton Place, Boston, MA. 02108
<b>Contract Manager:</b> Quan Tobey	<b>Billing Address</b> (if different):
<b>E-Mail:</b> <a href="mailto:quan.tobey@barnstablecounty.org">quan.tobey@barnstablecounty.org</a>	<b>Contract Manager:</b> Neil Petrocelli
<b>Phone:</b> 1-508-375-6965 <b>Fax:</b> 1-508-375-6887	<b>E-Mail:</b> <a href="mailto:neil.petrocelli@state.ma.us">neil.petrocelli@state.ma.us</a>
<b>Contractor Vendor Code:</b> VC6000194979	<b>Phone:</b> 617-222-7427 <b>Fax:</b> 617-727-9368
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> CT ELD 0364SHINEPROGRAM2014barn <b>RFR/Procurement or Other ID Number:</b> ELD-RFR-2013-03
<p style="text-align: center;"><u>    </u> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <u>    </u> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <u>    </u> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <u>    </u> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <u>    </u> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <u>    </u> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <u>    </u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>    </u> <b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <b>Prior</b> to Amendment: <b>September 29, 2018</b> Enter Amendment Amount: \$ <u>55,273.00</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <u>    </u> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <u>    </u> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <u>    </u> <b>Contract Employee</b> (Attach any updates to scope or budget) <u>    </u> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>    </u> Commonwealth Terms and Conditions <u>    </u> <b>X</b> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>    </u> <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.) <u>    </u> <b>X</b> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ <u>414,552.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>    </u> % PPD; Payment issued within 15 days <u>    </u> % PPD; Payment issued within 20 days <u>    </u> % PPD; Payment issued within 30 days <u>    </u> % PPD. If PPD percentages are left blank, identify reason: <u>    </u> <b>X</b> agree to standard 45 day cycle <u>    </u> statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); <u>    </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<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.) <b>The purpose of the amendment is to increase SFY19 funding to 100% and to extend contract to June 30, 2019</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>    </u> <b>X</b> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <u>    </u> 2. may be incurred as of <u>    </u> a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <u>    </u> 3. were incurred as of <u>    </u> , 20 <u>    </u> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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>June 30, 2019</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 makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, 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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo G. Cakounes Mary Pat Flynn Ronald R. Beaty</u> Print Title: <u>County Commissioners</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peggy Conneely</u> Print Title: <u>Director of Accounting and Contracts</u>

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

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

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

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

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

**Contract Employee:** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

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

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

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



## COMPENSATION

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

## PAYMENTS AND PROMPT PAY DISCOUNTS

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

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L.c.4, §9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L.c.4, §9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

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

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

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L.c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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

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

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor

is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

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

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

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

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

## EXECUTIVE ORDERS

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

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

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

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

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

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data

(herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#), or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME</b> County of Barnstable (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs <b>MMARS Department Code:</b> ELD	
<b>Legal Address:</b> (W-9, W-4, T&C): 3195 Main St., Barnstable, MA. 02630-1105		<b>Business Mailing Address:</b> Room 517, 1 Ashburton Place, Boston, MA. 02108	
<b>Contract Manager:</b> Quan Tobey		<b>Billing Address</b> (if different):	
<b>E-Mail:</b> <a href="mailto:quan.tobey@barnstablecounty.org">quan.tobey@barnstablecounty.org</a>		<b>Contract Manager:</b> Neil Petrocelli	
<b>Phone:</b> 1-508-375-6965	<b>Fax:</b> 1-508-375-6887	<b>E-Mail:</b> <a href="mailto:neil.petrocelli@state.ma.us">neil.petrocelli@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-222-7427	<b>Fax:</b> 617-727-9368
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001 (Note: The Address ID must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b> CT ELD 0364SHINEPROGRAM2014barn	
		<b>RFR/Procurement or Other ID Number:</b> ELD-RFR-2013-03	
<p align="center"><u>    </u> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a>, scope, budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <b>Prior</b> to Amendment: <u>June 30, 2018</u></p> <p>Enter Amendment Amount: \$ <u>27,638.00</u> (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)</p>	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<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 <b>new</b> Total if Contract is being amended). \$ <u>359,279.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<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.) <b>The purpose of the amendment is to increase SFY18 funding to 100% of the SFY17 allocation and provide one quarter of the total estimated funding for SFY19. In addition, under the procurement, one final option to renew is available to allow for the extension of the contract up to 06/30/2020. At this time, EOEA is extending the contract to September 29, 2018, pending final funding decisions at the federal level.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .			
<input type="checkbox"/> 2. may be incurred as of <input type="checkbox"/> a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .			
<input type="checkbox"/> 3. were incurred as of <input type="checkbox"/> 20 <input type="checkbox"/> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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>September 29, 2018</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 makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, 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>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X:  Date: <u>04/25/18</u>		X:  Date: <u>6-26-18</u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>John T. Yunits, Jr.</u>		Print Name: <u>Alessandro Vianello</u>	
Print Title: <u>County Administrator</u>		Print Title: <u>Chief Financial Officer</u>	

*Director of Accounting and Contracting*

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

**NEW CONTRACTS (left side of Form):**

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

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

**CONTRACT AMENDMENT (Right Side of Form)**

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

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

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to **Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

**COMMONWEALTH TERMS AND CONDITIONS**

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

**COMPENSATION**

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

**PAYMENTS AND PROMPT PAY DISCOUNTS**

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

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE**

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

**ANTICIPATED START DATE**

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option 3, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

**CONTRACT END DATE**

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

**CERTIFICATIONS AND EXECUTION**

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

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

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

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

**CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES**

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied. Contractor can not claim confidentiality or trade secret protections solely for viewing not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R, G.L. c. 149, § 27C, G.L. c. 149, § 44C, G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages; the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

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

## EXECUTIVE ORDERS

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

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

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

**Executive Order 346, Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

**Executive Order 504, Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.)** All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

Contractor Name: County of Barnstable	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2014barn
Program Name: SHINE Program	UFR Program #:
Program Address: P.O. Box 427, 3195 Main Street	MMARS Program Code: 8036
City/State/Zip: Barnstable, MA. 02630-1105	Other Reference Information (Information Purposes Only):
Contact Person: Quan Tobey Telephone: 508-375-6965 fax - 508-375-6887 Email - <a href="mailto:quan.tobey@barnstablecounty.org">quan.tobey@barnstablecounty.org</a>	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> RFR Reference # <u>RFR-2013-03</u> <input type="checkbox"/> legislative exemption <input type="checkbox"/> emergency <input type="checkbox"/> collective purchase <input type="checkbox"/> interim <input type="checkbox"/> amendment	
SCOPE OF SERVICES: <input type="checkbox"/> Bidders Response Attached <input checked="" type="checkbox"/> Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>7/1/13</u> to <u>6/30/20</u>	
INITIAL DURATION: <u>7/1/13</u> to <u>6/30/16</u>	
OPTIONS TO RENEW: <u>One (1) option to renew@ 2 years per option</u>	

**FISCAL TERMS**

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)	2014	\$48,377.02	2018	\$69,092	2019	\$13,819
<b>OPTION 1: PRICE AGREEMENT</b> (list price)	2015	\$69,092.00				
\$ _____	2016	\$89,806.98				
rate regulation (if any) <u>651 CMR</u>	2017	\$69,092.00				
<input type="checkbox"/> <b>OPTION 2: SUMMARY BUDGET</b> (T lines only)						
<input type="checkbox"/> unit rate						
<input type="checkbox"/> cost reimbursement						
<input type="checkbox"/> other _____						
<input checked="" type="checkbox"/> <b>OPTION 3: COMPLETE BUDGET</b>						
<input checked="" type="checkbox"/> cost reimbursement						
<input type="checkbox"/> unit rate						
<input type="checkbox"/> other _____						
	<b>Total: \$276,368.00</b>		<b>Total: 69,092.00</b>		<b>Total : \$13,819.00</b>	
	<b>Multi-Year Total: \$359,279.00</b>					
CURRENT MAX OBLIGATION: \$ <u>69,092.00</u> UNIT RATE: \$ _____ # BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 25 <sup>th</sup> day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
<b>BRIEF DESCRIPTION OF PERFORMANCE:</b>						

**PURCHASE OF SERVICE  
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE**

<b>Program Name:</b> SHINE PROGRAM	<b>Document ID#:</b> CT ELD 0364 SHINEPROGRAM2014barn	<b>MMARS Code:</b> 8036	<b>Program Type</b> Counseling Outreach and Training Consortia	<b>UFR Prog. #</b> ELD-RFR-2013-03
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AMENDMENT #4, IF APPLICABLE:

**UNIT RATE CALCULATION**

1. Program Total Costs \$
- 2a. Program Offsets:
- | <u>Source</u> | <u>Amount</u> |
|---------------|---------------|
| _____         | _____         |
| _____         | _____         |
| _____         | _____         |
| _____         | _____         |
- 2b. Offsets for Non-Reimbursable Costs: \_\_\_\_\_  
 Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$ \_\_\_\_\_)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$ \_\_\_\_\_
4. Total Program Capacity (# of units) \_\_\_\_\_ (Type of unit)
5. Share of Total Capacity Purchased by Contract (# of units) % (% of line 4)
6. Negotiated Utilization Factor, if any \_\_\_\_\_ %
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)
9. Maximum # of Billable Units (LINE 5 x LINE 6)

**OTHER PRICE CALCULATION METHOD**

10. Enter relevant information: \_\_\_\_\_

**MAXIMUM OBLIGATION CALCULATION – FY 2018**

11. for Unit Rate: Line 8 X Line 9 \$ 69,092.00  
 For Other Price Calculation Method, Enter Obligation from Line 10  
 For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget
12. Invoice Offset
- | <u>SOURCE</u> | <u>AMOUNT</u> |
|---------------|---------------|
| _____         | _____         |
12. Subtotal: \$ 69,092.00
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$ 69,092.00
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. Total Maximum Obligation for Program (LINE 13 + LINE 14) \$ 69,092.00

**FOR INFORMATION ONLY:**

<u>SOURCE</u>	<u>AMOUNT</u>
_____	_____
_____	_____

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

Program Name: SHINE PROGRAM		Document ID#: CT ELD 0364shineprogram2014barn				MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	49,725.03							
	SUBTOTAL STAFF		49,725.03							
150	Payroll Taxes		720.69							
151	Fringe Benefits		18646.28							
T	Total Direct Care/Program Staff		69,092.00							
Title	Occupancy									
301	Program Facilities									
** 390	Fac. Oper/Main/Furn									
T	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care									
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
** 208	Vehicle Expenses									
** 208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
** 215	Program Supplies/Mat									
T	Total Other Direct Care/Program									
Title	Direct Admin Expenses									
216	Program Support									
** 410 & 390	Other Direct Administrative Expenses									
T	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS		69,092.00							
** 410	Agency Admin. Support Allocation	%	\$							
T	Commercial Earm. Factor, if applicable	%	\$							
T	PROGRAM TOTAL		69,092.00							

\*\* A. \$ \_\_\_\_\_ Subtotal of offsets which are for non-reimbursable costs. \*\* Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. \*\*\* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$ \_\_\_\_\_

Program Name: SHINE PROGRAM		Document ID#: CT ELD 0364shineprogram2014barn		MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	10,580.96							
	<b>SUBTOTAL STAFF</b>		10,580.96							
150	Payroll Taxes		153.42							
151	Fringe Benefits		3,084.62							
T	Total Direct Care/Program Staff									
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care									
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat									
T	Total Other Direct Care/Program									
Title	Direct Admin Expenses									
216	Program Support									
410 & 390	Other Direct Administrative Expenses									
T	Total Direct Administrative Exp.									
T	<b>SUBTOTAL PROGRAM COSTS</b>		13,819.00							
410	Agency Admin. Support Allocation	%	\$							
T	Commercial Earn. Factor, if applicable	%	\$							
T	<b>PROGRAM TOTAL</b>		13,819.00							

\*\* A. \$ \_\_\_\_\_ Subtotal of offsets which are for non-reimbursable costs. \*\* Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. \*\*\* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$ \_\_\_\_\_

**ATTACHMENT # 1**  
**Requirements for SHINE Program: Scope of Services**

The SHINE Program will provide funds to the Barnstable County.

Barnstable County is required to provide the following services:

**MIPPA Funding**

- Provide information, screening and application assistance regarding Low Income subsidy (LIS), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (Prescription Advantage) to all Medicare beneficiaries who may qualify
- Provide information about LIS, MSP, Medicare Part D and PA in all outreach events
- Outreach to low-income populations as identified by LIS zip code as being in high need
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities and the regional ADRC and partners who have expertise across aging and disability and underserved populations.
- Educate on preventive care features of the Affordable Care Act, specifically the annual wellness benefit, free preventive cancer screenings and wellness education.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.

**SHINE Funding**

- **Maintain Regional Office Staffing:** Regional Director, Outreach Coordinator, and Administrative Assistant and health benefits counselors to ensure that the office is staffed during normal business hours and during high volume times.
- Maintain a sufficient number of hours per week for the SHINE Regional Director position to manage program activities. Between 15 to 37.5 hours per week is recommended.
- Meet with the state SHINE Director to review Performance Measures set by CMS and develop work plan. CMS Performance Measures include the following:
  1. Number of total client contacts per 1,000 Medicare beneficiaries;
  2. Number of persons reached through public and media activities;
  3. Number of substantial, personal counseling contacts (10+ minutes);
  4. Number of contacts coded with a person with a disability;
  5. Number of low-income individuals contacted and/or contacts that discussed the low-income subsidy;
  6. Number of beneficiaries assisted with enrollment;
  7. Number beneficiaries assisted with Part D enrollment (specifically); and,
  8. Number of total counselor hours per 1,000 beneficiaries.
- Establish, coordinate and initiate one-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, and application assistance if needed

- Perform Outreach services to underserved populations such as the mentally disabled dual eligible under 65, rural Medicare beneficiaries, caregivers, ethnic and groups with other than English as their primary language
- When funds are available, allow the Regional Director or designee to attend the CMS Annual SHIP (State Health Insurance Program) Conference.
- Up to \$25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director every year.
- Review any IT related expenditures such as laptops and iPADS with State SHINE Director prior to purchasing for volunteer counselor use.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 15% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.

# AGENDA ITEM 8c

Authorizing the creation of a new fund for a grant from the Massachusetts Executive Office of Health and Human Services to the County Human Services Department in the amount of \$20,000.00 for a period through June 30, 2019 for Barnstable Narcan



## Requester

<b>Request Date</b>	09/28/18 01:19 PM
<b>Department</b>	Human Services
<b>Submitted by</b>	Quan Tobey
<b>Requester Email</b>	quan.tobey@barnstablecounty.org
<b>Department Director</b>	Beth Albert
<b>Department Director Email</b>	balbert@barnstablecounty.org
<b>No. of Additional Staff Emails</b>	3
<b>Additional Staff #1 Name</b>	Vaira Harik
<b>Additional Staff #1 Email</b>	vharik@barnstablecounty.org
<b>Additional Staff #2 Name</b>	Sean O'Brien
<b>Additional Staff #2 Email</b>	sobrien@barnstablecounty.org
<b>Additional Staff #3 Name</b>	Julie Ferguson
<b>Additional Staff #3 Email</b>	jferguson@barnstablecounty.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/18
<b>Request Type</b>	New Fund Approval
<b>Vendor Type</b>	Other Entity
<b>Original Funder</b>	Massachusetts Executive Office of Health and Human Services
<b>Vendor Abbreviation</b>	MA EOHHS
<b>Additional Identifier</b>	Barnstable Narcan

## Fiscal Information

<b>Grant Funded</b>	Yes
<b>Grant Name</b>	Barnstable Narcan

<b>Request Amount Type</b>	Funds to be received
<b>Funds to be Received</b>	20000.00
<b>Total Needs Action Amount</b>	0.00

## Performance Period

<b>Period Type</b>	Not Applicable (N/A)
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## Summary of Request

<b>Brief Summary of request</b>	<p>Requesting a new fund for Barnstable Narcan contract from MA Executive Office of Health and Human Services.</p> <p>Owen: If possible, please include on 10/3/8 County Commissioner's meeting agenda. I will select "original signatures to follow" b/c I will send you my partially executed, original new fund memo by inter-office mail. I only save the final, fully executed new fund memo so my partially executed copy is of no use to me. Please use if possible to save printing of another copy. Thank you.</p>
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## Town Services Information

<b>Towns Served</b>	Not Applicable (N/A)
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## Documents

<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442765152/65921485_sfy19_barnstable_narcan_new_fund_memo_9.28.18.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442765152/65921485_sfy19_barnstable_narcan_new_fund_memo_9.28.18.pdf</a>
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<b>Supporting Document No.1</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/68686099/442765152/68686099_sfy19_narcan_contract_partially_executed.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/68686099/442765152/68686099_sfy19_narcan_contract_partially_executed.pdf</a>
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<b>original signatures to follow?</b>	Yes
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<b># of signature page sets for return</b>	1
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## Final Approval



B A R N S T A B L E C O U N T Y

*Resource Development and AmeriCorps Cape Cod*

P.O. Box 427

Barnstable, MA 02630

Quan Tobey

(508) 375-6965 phone



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**DATE:** September 28, 2018  
**TO:** County Commissioners  
**FROM:** Quan Tobey  
**SUBJECT:** New Fund Memo for a Narcan contract to the Human Services Dept.

Barnstable County and the Department of Human Services has received a new contract in the amount of \$20,000.00 from the MA Executive Office of Health & Human Services.

Please sign below so the Finance Department may establish a new fund for this contract. The contract is attached for your reference. This funding will be used to support the bulk purchase of naloxone (Narcan) for distribution to public safety agencies assisting opioid overdose victims and to non-profit organizations offering substance use harm reduction services in Barnstable County.

Respectfully submitted,

Quan Tobey

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Leo Cakounes  
County Commissioner

Mary Pat Flynn  
County Commissioner

Ron Beaty  
County Commissioner

---

Date



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)

Date: 09/14/2018

To: COUNTY OF BARNSTABLE  
Re: Contract # **INTF2340PP1W19066286**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

**NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM**

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD forms.

All attachments must be completed for your contract package to be processed.

**CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM**

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes.

If you have any questions, please contact **Pech, Victoria** at **617-624-5807**  
An original contract package must be completed by **09/21/2018** and mailed to:

Department of Public Health  
Purchase of Service Office  
250 Washington St., 8<sup>th</sup> Floor  
Boston, MA 02108-4619  
Attention: **Pech, Victoria**



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)

September 14, 2018

Contract ID: INTF2340PP1W19066286

ATTN: Elizabeth Albert

In preparation for Fiscal Year 2019 (FY19), the Department of Public Health anticipates level funding the Legislative Earmark Funding. MDPH anticipates awarding **\$20,000** to **County of Barnstable** for **Barnstable Narcan**. If adjustments to the total award amount need to be made, please contact Carolyn Consolo at email address [Carolyn.Consolo@state.ma.us](mailto:Carolyn.Consolo@state.ma.us).

One payment vouchers have been attached in the amount of \$20,000. Please sign the payment vouchers and return to MDPH using the address below. **Once MDPH receives the payment vouchers, we will input the award amount after a review of budget actuals for FY19.**

**Please review and sign the attached standard contract form as well as the attached payment voucher. Please sign these forms using blue ink. The signature for the payment voucher belongs in the "Vendor's Certification" box.**

Signed standard contract forms and payment vouchers should be mailed to:

Department of Public Health  
250 Washington Street, 8th Floor  
Boston, MA 02108-4619  
**Attention: Victoria Pech**

If you have any questions, please call Carolyn Consolo at 617-624-5126.

Attachments (4):

- Standard Contract Form(Requires Original Signature)
- Payment Voucher (Requires Original Signature)
- Blank Signatory Authorization Form (Requires Original Signatures)
- FY19 Budget Proposal Form

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> COUNTY OF BARNSTABLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address (W-9, W-4, T&amp;C):</b> 3195 MAIN ST BARNSTABLE, MA 02630-1105		<b>Business Mailing Address:</b> 250 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Elizabeth Albert <b>E-Mail:</b> balbert@barnstablecounty.org		<b>Billing Address (if different):</b> <b>Contract Manager:</b> Pech, Victoria <b>E-Mail:</b> Victoria.Pech@MassMail.State.MA.US	
<b>Phone:</b> 508-375-8626 <b>Fax:</b> 508-362-0290		<b>E-Mail:</b> Victoria.Pech@MassMail.State.MA.US	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-624-5807 <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 <u>EFT</u> payments.)		<b>MMARS Doc ID(s):</b> INTF2340PP1W19066286 <b>RFR/Procurement or Other ID Number:</b> W19066	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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 <u>new</u> Total if Contract is being amended). \$ <u>20,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 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 ( <u>G.L. c. 29, § 23A</u> ); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard <u>EFT</u> 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<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.) Grants To Non-Public Entities County of Barnstable Earmark			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>19</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, 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: _____ Date: <u>9.25.18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John T. Yunits, Jr.</u> Print Title: <u>County Administrator</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (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 ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

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

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

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

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

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

### COMPENSATION

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

### PAYMENTS AND PROMPT PAY DISCOUNTS

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

### BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

### ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option 3, even if the Incomet Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

## CONTRACT END DATE

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

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

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

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

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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

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

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 12146; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance; and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U99 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

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

## EXECUTIVE ORDERS

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

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.**

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

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

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.**

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

**CONTRACTOR LEGAL NAME:** COUNTY OF BARNSTABLE

**CONTRACTOR VENDOR/CUSTOMER CODE:**

**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
Jack Yunits	County Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
Signature

Date: 9-25-18

Title: Barnstable County Clerk

Telephone: 508-375-6761

Fax: 508-362-4136

Email: joconnell@barnstablecounty.org

## Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2340PP1W19066286

**Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.**

**New Contract** This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable). **The legislative earmark is for Barnstable Narcan.**

**Contract Amendment**

**If choosing amendment you must check off one of the three types below and provide explanation**

**Increase**

Include a clear explanation of what the funding change will support in terms of additional services.

**Decrease**

Include a clear explanation of what services are being reduced as a result of the funding decrease.

**Other**

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

**DPH Legislative Earmark:  
FY19 Prep**

**Contract:** INTF2340PP1W19066286  
**Vendor Name:** County of Barnstable  
**Service:** Barnstable Narcan  
**PROPOSED FY19 Award:** \$20,000  
**FY19 TOTAL:** \$20,000

**FY19 PROPOSED BUDGET**

<b>Expense Category</b>	<b>County of Barnstable</b>		<b>Total Budget</b>
<b>Naloxone</b>	\$0.00		\$0.00
<b>Cases, pouches, supplies</b>	\$0.00		\$0.00
<b>Staff Training</b>	\$0.00		\$0.00
<b>Staff Stipends</b>	\$0.00		\$0.00
<b>Community Events</b>	\$0.00		\$0.00
<b>Other / Please Describe: legislative earmark funding : <i>Barnstable.Narcan</i></b>	\$20,000		\$20,000
<b>Total Budget</b>	\$20,000		\$20,000

# PAYMENT VOUCHER INPUT FORM



Commonwealth of Massachusetts  
Office of the Comptroller

**Department/Organization Name**  
Bureau Of Substance Addiction Services

**Vendor Name and Address**  
County of Barnstable  
367 Main Street,  
Hyannis, MA 02601-  
3919  
AD001

Document ID \_\_\_\_\_  
Trans PV: \_\_\_\_\_ Dept DPH: \_\_\_\_\_ R/Org: \_\_\_\_\_ Number: \_\_\_\_\_ PV Date: \_\_\_\_\_ Acctg Prd: \_\_\_\_\_ Budget FY: 2019

Action (E) (M): E Sch Pay Date: \_\_\_\_\_ Off Liab Act: \_\_\_\_\_  
**VENDOR'S CERTIFICATION**  
I certify that the goods were shipped or the service rendered as set forth below  
*[Signature]*  
(Please Sign In Ink)

Ref Doc ID  
INTF2340PP1W19066286

Document Total \$20,000 Payment Ref Number: INTF2340PP1W19066286-1 Vendor Code: VC6000194979 Emp: \_\_\_\_\_

Reference Order	LN	QTY	Description	Unit Price	Amount
			PHASE I= MASSACHUSETTS 2019 Legislative Earmarks- Barnstable Narcan	\$ 20,000	\$ 20,000

Reference Doc ID: \_\_\_\_\_

LN	Trans	Dept	R/Org	Number	LN	Dept	Approp	Sub	Org	S/Org	Obj	Prog	TY
01	CT	DPH	2340		01	DPH	4512-0204	PP	2340		P01		

Proj/CI/Grc: \_\_\_\_\_ Actv: 4912 RPTG: \_\_\_\_\_ Fund: \_\_\_\_\_ BS Acct: \_\_\_\_\_ Payment Reference Number: INTF2340PP1W19066286 -1 Description: Barnstable Narcan

MSA#: \_\_\_\_\_ Line#: \_\_\_\_\_ Disc: \_\_\_\_\_ Dates of Services: \_\_\_\_\_ to 6/30/19 Quantity: \_\_\_\_\_ Line Amount \$ 20,000 I/D: \_\_\_\_\_ P/F: \_\_\_\_\_

**TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:**  
I hereby certify under penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By: John T. Yunits, Jr. Title: County Administrator Date: 9/25/18  
Entered By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS TO VENDORS**  
-Fill in shaded area  
-Direct inquires to state organization

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Page \_\_\_\_\_ of \_\_\_\_\_  
Phone # \_\_\_\_\_

Approved By: \_\_\_\_\_ Title: Director of A&F BSAS Date: \_\_\_\_\_

**Clear All**

#### **ADDITIONAL REQUIRED TERMS FOR THIS CONTRACT:**

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following provisions also apply to this contract.

The terms of *801 CMR 21.00: Procurement of Commodities and Services* (and *808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services*, for purchased human and social services for clients, object codes MM3 and M03) are incorporated by reference into this contract. Words used in this contract shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable).

#### **Americans with Disability Act (ADA) Contract Compliance**

All MM3/M03 contractors must be in compliance with ADA requirements.

#### **Best Value Negotiation**

The Department and the contractor may negotiate a change in any element of contract performance or cost specified in the original contract which results in lower costs or a more cost effective or better value.

#### **Commonwealth Terms & Conditions**

The contractor will be required to execute the applicable Commonwealth Terms and Conditions. Contractors providing MM3/M03 services are required to sign the Commonwealth Terms & Conditions for Human and Social Services. All other contractors must sign the Commonwealth Terms and Conditions. These documents are executed only once by a Contractor and apply to any and all contracts executed between the Contractor and Departments.

#### **Contract Expansion**

If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to this contract.

#### **CORI Checks:**

In order to ensure that employees or other persons regularly providing client or support services in any program or facility of the Department of Public Health or in vendor agency programs funded by DPH are appropriate for serving in their positions, a Criminal Offender Record Information (CORI) check shall be performed on candidates for positions in such programs or facilities, in accordance with 101 CMR 15.00 (EOHHS regulations governing Criminal Offender Record Checks). These regulations establish a core standardized policy regarding the review of criminal records for employment. It is the policy of EOHHS and the Department of Public Health that an individual's background, including any CORI and other relevant information, be carefully considered so that the vulnerable populations served by EOHHS and the Department of Public Health are protected. It is also the policy of EOHHS and the Department of Public Health that qualified rehabilitated offenders are given a fair opportunity to be employed and successfully reintegrated into the workforce. In addition, as provided in 101 CMR 15.09(5), the hiring authority must comply with the requirements of the Division of Criminal Justice Information Services (formerly the CHSB) governing CORI at 803 CMR 2.00 et seq.

#### **Debarment**

The Contractor assures that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F and G.L. c. 152, s. 25C; and agrees to notify the Department in the event that the Contractor or any of its subcontractors become debarred or suspended.

#### **Electronic Funds Transfer (EFT)**

The contractor must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the OSD Forms page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the VendorWeb site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on the VendorWeb link.

If the contractor is not currently enrolled in EFT, it will be required to enroll as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the DPH Accounting Office. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

#### **Email Address Required for Contracts**

Contracts cannot be processed without a vendor email address entered on the contract form. Organizations or individuals that prefer not to provide a personal email address may establish an email account using one of the many free email services available (such as

msn.com or google.com). Contractors that do not have a computer or Internet access can use the free access provided at every public library in Massachusetts.

#### **Emergency Standby Commodities and/or Services**

Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in its contract.

#### **Enterprise Invoice / Service Management (EIM/ESM) (POS Contracts only)**

If EOHHS or DPH directs contractor during the term of this contract to access the EIM/ESM service through the Virtual Gateway for the purpose of conducting business with either EOHHS or DPH, contractor agrees to use such services as directed and execute all required Use or Service Agreements required by the Virtual Gateway and to comply with all applicable Virtual Gateway, DPH and EOHHS policies and procedures related to such services, including policies pertaining to data security and protection of confidential information. Contractor further agrees to submit all information as directed by EOHHS or DPH including, but not limited to, invoices, contract and/or other information to DPH through these web-based applications. Contractor further agrees to take all necessary steps to ensure that it, and its subcontractors or affiliates, complies with these requirements and has access to and utilize all required web-based services in the Virtual Gateway.

#### **Environmentally Preferable Products and Services**

The Department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the Department's performance needs.

#### **Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies (POS Contracts only):**

Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: [Executive Order # 509 Guidance](#).

#### **Funds Balance Forward Requirement**

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.

#### **Pricing: Price Limitation**

The contractor must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the contractor must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

#### **Prompt Payment Discounts (PPD)**

With the exception of MM contractors that are providing client-related services, contractors are strongly encouraged to participate in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's VendorWeb system. The PPD form can be found on the OSD Forms page and in this solicitation under the Forms and Terms tab.

#### **Provider Data Management (PDM) (POS Contracts only)**

Pursuant to its obligation hereunder regarding the use of EOHHS Virtual Gateway Business Services, contractor agrees to complete and maintain an organizational profile in the Virtual Gateway's Provider Data Management (PDM) system. PDM is a web-based service managed by the Executive Office of Health and Human Services (EOHHS) that presents information about a provider's organizational structure, financial health, and state contracting activity. If your organization does not currently access and update PDM, you must contact the EOHHS Provider Data Management team at [pos.pdm@massmail.state.ma.us](mailto:pos.pdm@massmail.state.ma.us) or call the Virtual Gateway Helpdesk at 1-800-421-0938 for assistance.

#### **Provider Qualification (POS Contracts only)**

Prior to entering into a contract with DPH a provider of purchased human and social services for clients (object codes MM3 and M03) must demonstrate that it meets minimum administrative and fiscal standards, established through the Executive Office of Health and Human Services (EOHHS) provider qualification policy. Provider qualification is the process the Commonwealth uses to be assured it has minimized possible risks to clients and families being served through purchased programs.

New providers of purchased human and social services for clients (object codes MM3 and M03) must complete the provider qualification application materials for new providers and submit the completed form to [Bill.Stallworth@state.ma.us](mailto:Bill.Stallworth@state.ma.us). The Application can be found at the EOHHS Internet site for Potential New Purchase of Service (POS) Providers.

Providers that currently have MM3/M03 contracts must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR) with the Operational Services Division via the Internet using the UFR eFiling application for the most recently completed fiscal year before a contract can be executed and services may begin. Other contractor qualification/risk management reporting requirements and non-filing consequences promulgated by secretariats or departments pursuant to 808 CMR 1.04(3) may also apply.

#### **Public Records**

Contracts are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26.

#### **Required Procurement Language for Executive Order 515, *Establishing an Environmental Purchasing Policy***

"Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by purchasing environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products."

#### **Restriction on the Use of the Commonwealth Seal**

Contractors are not allowed to display the Commonwealth of Massachusetts Seal in marketing materials because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

#### **Subcontracting Policies**

Prior approval of the Department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

#### **Supplier Diversity Program (SDP) Plan**

Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. Contractors are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this contract. Once an SDP commitment, expressed as a percentage of contract revenues, is submitted and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

Unless otherwise specified SDP forms are required to be submitted in order to meet the mandatory participation requirements of the SDP.

Resources available to assist providers in identifying SDP Certified Partners include:

- Potential Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) partners can be found on the Supplier Diversity Program webpage. For a complete list of certified vendors refer to: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>

- Resources available to assist providers in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the [Supplier Diversity Office Webpage](http://www.mass.gov/sdo) ([www.mass.gov/sdo](http://www.mass.gov/sdo)).
- The Operational Services Division offers SDP trainings for providers. Resources and a webinar to assist bidders can be found at: [Supplier Diversity Plan Policy Resources for Purchase of Service](#)

**Supplier Diversity Program Subcontracting Policies.** Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and/or Service Disabled Veteran Owned Business Enterprises (SDV)Bes for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Supplier Diversity Program (SDP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

**Reporting.**

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

**Uniform Financial Statement (UFR) Filing Requirements (POS Contracts only):**

Successful bidders must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR), as required for current contractors, with the Operational Services Division via the Internet using the UFR eFiling application for the most recently completed fiscal year before a contract can be executed and services may begin. Other contractor qualification/risk management reporting requirements and non-filing consequences promulgated by secretariats or departments pursuant to 808 CMR 1.04(3) may also apply. In the event immediate services are required by a department, a contract may be executed and services may begin with the approval of OSD or the appropriate secretariat. However, unless authorized by OSD, or the appropriate secretariat, the contractor will not be paid for any such services rendered until the UFR has been filed.

**Virtual Gateway Business Services (POS Contracts only):**

During the term of this contract, EOHHS will implement and enhance a number of business services through the Virtual Gateway in addition to existing services including, but not limited to, Provider Data Management (PDM), Common Intake (also known as Intake, Eligibility and Referral- IE&R), Enterprise Invoice Management (EIM) and Enterprise Service Management (ESM). EOHHS operates the Virtual Gateway business services, which permit users to access a variety of EOHHS programs and services (including DPH programs and services). Virtual Gateway business services are accessible by end users with web browsers such as Internet Explorer (6.0 or above), and a broadband Internet connection that is capable of high-speed data transmission, such as a Local Area Network (LAN), a cable modem, or DSL. Upon execution of the contract, vendors may be required to access certain services through the Virtual Gateway, at DPH's direction, and may be required to submit invoices, contract and/or other information to DPH through these web-based applications, and shall comply with all applicable DPH and EOHHS policies and procedures related to such services. Vendors agree to use all business services through the Virtual Gateway required by DPH and to take all necessary steps to insure that they, their subcontractors or affiliates have access to and utilize these web-based services. Vendors further agree to execute and submit any and all required agreements, including subcontracts, MOAs, confidentiality and/or end user agreements in connection with obtaining necessary end user accounts for any Virtual Gateway business service.

**Workplace Violence and Prevention and Crisis Response Plan (POS Contracts only):**

101 CMR 19.00, Workplace Violence and Prevention and Crisis Response Plan, governs the procedures and criteria for workplace violence and prevention and response plans for programs that provide direct services to clients that are operated, licensed, certified or funded by a department, commission, office, board, division, institution or other entity within the Executive Office of Health and Human Services under M.G.L. c.6A § 16. Any direct service program that contracts with the Executive Office of Health and Human Services (EOHHS) or the constituent agencies of EOHHS must comply with 101 CMR 19.00, including having a plan that meets the criteria set forth in 101 CMR 19.04 which is updated annually, available electronically and provided to any human service worker upon request. The regulations and response plan guidelines are available at the following website: [www.mass.gov/hhs/HSW-safety-regs](http://www.mass.gov/hhs/HSW-safety-regs)

# AGENDA ITEM 8d

Authorizing the award of a lease of the County Farm to the Cape Cod Organic Farm for a payment of \$625.00 per year for a period of three (3) years with two (2) three-year options to renew



## Requester

<b>Request Date</b>	09/28/18 02:26 PM
<b>Department</b>	Purchasing
<b>Submitted by</b>	Elaine DAVIS
<b>Requester Email</b>	edavis@barnstablecounty.org
<b>Department Director</b>	Elaine Davis

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/13
<b>Request Type</b>	Bid Award
<b>Vendor Type</b>	Other Entity
<b>Vendor</b>	Cape Cod Organic Farm
<b>Vendor Abbreviation</b>	CC Organic Farm
<b>MUNIS Vendor ID No.</b>	25841
<b>Additional Identifier</b>	County Farm Lease

## Fiscal Information

<b>Grant Funded</b>	No
<b>Request Amount Type</b>	Funds to be received
<b>Funds to be Received</b>	625.00
<b>Total Needs Action Amount</b>	625.00

## Performance Period

<b>Period Type</b>	Time Period
<b>Period Begins</b>	02/25/19
<b>Period Ends</b>	02/24/22

## Summary of Request

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### Brief Summary of request

award the contract for lease of the County farm to Tim Friary, Cape cod Organic Farm for a period of 3 years with two three-year options to renew for \$625.00 per year.

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## Town Services Information

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### Towns Serviced

Not Applicable (N/A)

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## Documents

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### Initial Document Submission

[https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442780429/img10012018\\_0001.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442780429/img10012018_0001.pdf)

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### Supporting Document No.1

[https://s3.amazonaws.com/files.formstack.com/uploads/3109542/68686099/442780429/68686099\\_cost\\_proposal.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3109542/68686099/442780429/68686099_cost_proposal.pdf)

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### original signatures to follow?

No

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## Final Approval

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COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

September 28, 2018

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Bid Award

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Barnstable County issued a Request for Proposals for the Lease of the County Farm. One response was received from Tim Friary of the Cape Cod Organic Farm who is the current tenant. Mr. Friary proposes to continue to run an aesthetically pleasing, productive and profitable farm that is certified organic.

Mr. Friary proposes a lease payment of \$625.00 per year, plus replacement of Building B2 and B4 at an estimated cost of \$10,000. See attached cost proposal for a breakdown of each section. The term of the lease is three years with two three-year options to renew.

The review committee, which consisted of Russell Norton, Cooperative Extension and myself determined that the proposal submitted by Mr. Friary was Highly Advantageous and recommend that the Commissioners award the lease to Cape Cod Organic Farm.

Please vote to award the lease to Cape Cod Organic Farm and to authorize staff to begin lease negotiations.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date

**ATTACHMENT B  
Cost Proposal**

The County shall award the contract to the responsive, responsible proposer(s) offering the most advantageous proposal, taking into consideration price and all other evaluation criteria set forth in this solicitation. Multiple contracts may be awarded. Proposers are to submit a cost proposal and technical proposal for each Sections they are bidding on.

LOCATION	RENTAL PRICE PER YEAR
<b>Section A</b> F1 - Field #1 - 0.85 Acres	\$100
<b>Section B</b> F2 - Field #2 - 3.4 Acres	\$100
<b>Section C</b> F3 - Field 3 - 2.75 Acres	\$100
<b>Section D</b> F5 - Field #5 - 0.33 Acres	\$25
<b>Section E</b> G1 - Greenhouse #1 G2 - Greenhouse #2 G3 - Greenhouse #3 G4 - Greenhouse #4	\$100
<b>Section F</b> B1 - Storage Building B2 - Office B3 - Farm Stand B4 - Shade Structure	\$100
<b>Section G</b> B14 - Poultry #2	
<b>Section H</b> B15 - Poultry #3	
<b>Section I</b> F8 - 9 Acres	\$000
	<b>TOTAL \$625.00</b>

Company Name CAPE Cod ORGANIC Farm Date Sept 3, 18

Address: Box 93 Barnstable

Telephone Number \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: info@CAPEcodorganicfarm.org

Signature J. Timothy Frisery Title owner / operator

Print Name: J. Timothy Frisery

# AGENDA ITEM 8e

Authorizing the award of a contract to Fairhaven Shipyard Companies, Inc. to perform maintenance on the County Dredge “Cod Fish” and the County Workboat “J. W. Doane”



## Requester

**Request Date** 09/28/18 10:06 AM

**Department** Purchasing

**Submitted by** Elaine Davis

**Requester Email** edavis@barnstablecounty.org

**Department Director** Elaine Davis

## Request Type

**Approval Type** Commissioners

**Requested Meeting Date** 10/03/18

**Request Type** Bid Award

**Vendor Type** Other Entity

**Vendor** Fairhaven Shipyard Companies, Inc.

**Vendor Abbreviation** Fairhaven

**MUNIS Vendor ID No.** 24656

**Additional Identifier** Boat Maintenance

## Fiscal Information

**Grant Funded** No

**Request Amount Type** County Expenditure

**No. of Accounts** 1

**Account No. 1** 0252507 - 5730

**Additional Cost Information** Bid Total of \$131,890.00 (County Dredge "Cod Fish" \$116,090.00, County Workboat "J.W. Doane \$15,800.00)

## Performance Period

**Period Type** From Agreement Execution

**Period Ends** 06/30/19

## Summary of Request

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**Brief Summary of request**

PLEASE AWARD THE CONTRACT TO PERFORM MAINTENANCE ON  
TEH COUNTY DREDGE AND WORKBOAT TO FAIRHAVEN SHIPYARD  
COMPANIES, INC.

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## Town Services Information

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**Towns Serviced**

Countywide

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## Documents

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**Initial Document Submission**

[https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442721641/65921485\\_memo\\_to\\_commissioners\\_-\\_fairhaven.doc](https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/442721641/65921485_memo_to_commissioners_-_fairhaven.doc)

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**original signatures to follow?**

No

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## Final Approval

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# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

September 27, 2018

#### MEMORANDUM

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Bid Award

---

Barnstable County issued an Invitation for Bids for the Qualified Vendors to Perform Maintenance on the County Dredge "Cod Fish" and the County Workboat "J. W. Doane" in August 2018. Bids were opened on August 29th with one bidder responding.

Please vote to award the contract to Fairhaven Shipyard Companies as a responsive, responsible bidder at the following prices:

County Dredge "Cod Fish"	\$116,090.00
County Workboat "J.W. Doane"	<u>\$15,800.00</u>
TOTAL	\$131,890.00

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date

# AGENDA ITEM 8f

Authorizing the execution of an agreement, through the Cape Cod Commission, with Hemenway & Barnes, LLP to provide legal advice and representation for a period through June 30, 2021



## Requester

<b>Request Date</b>	09/25/18 12:45 PM
<b>Department</b>	Cape Cod Commission
<b>Submitted by</b>	Gail Coyne
<b>Requester Email</b>	gcoyne@capecodcommission.org
<b>Department Director</b>	Gail Coyne
<b>Department Director Email</b>	gcoyne@capecodcommission.org
<b>No. of Additional Staff Emails</b>	1
<b>Additional Staff #1 Name</b>	Maria McCauley
<b>Additional Staff #1 Email</b>	mmccauley@capecodcommission.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/18
<b>Request Type</b>	Agreement
<b>Vendor Type</b>	Other Entity
<b>Vendor</b>	Hemenway & Barnes, LLP
<b>Vendor Abbreviation</b>	H&B
<b>Additional Identifier</b>	legal service

## Fiscal Information

<b>Grant Funded</b>	No
<b>Request Amount Type</b>	County Expenditure
<b>No. of Accounts</b>	2
<b>Account No. 1</b>	0105002 5235
<b>Line 1 Amount (\$)</b>	0.00
<b>Account No. 2</b>	0105202 5235

<b>Line 2 Amount (\$)</b>	0.00
<b>Additional Cost Information</b>	\$300/hr lead counsel; \$255/hr paralegal services
<b>Total Needs Action Amount</b>	0.00

### Performance Period

<b>Period Type</b>	From Agreement Execution
<b>Period Ends</b>	06/30/21

### Summary of Request

<b>Brief Summary of request</b>	The Commission's lead outside counsel for regulatory matters, Johanna Schneider, joined the firm of Hemenway & Barnes; the Commission will shift its legal work from Rackemann Sawyer & Brewster to her new firm.
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### Town Services Information

<b>Towns Serviced</b>	Not Applicable (N/A)
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### Documents

<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/441856800/65921485_hemenwaybarnes20180925.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/441856800/65921485_hemenwaybarnes20180925.pdf</a>
<b>original signatures to follow?</b>	Yes
<b># of signature page sets for return</b>	2

### Final Approval

AGREEMENT  
BETWEEN

Barnstable County through  
Cape Cod Commission (CCC)  
3225 Main Street  
Barnstable, MA 02630

and

Hemenway & Barnes, LLP  
75 State Street  
16<sup>th</sup> Floor  
Boston, MA 02109

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between Hemenway & Barnes, LLP (hereafter referred to as Contractor), and Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission requires legal assistance with respect to the Cape Cod Commission Act, and

WHEREAS, the Contractor has expertise in this field, and

WHEREAS, the Contractor has been selected in compliance with Massachusetts General Laws,

NOW THEREFORE, the Commission and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in Section 2, Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold Commission harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the Commission, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. Under the direction of the Commission's Executive Director, Kristy Senatori, the Contractor shall provide legal advice and representation.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and shall continue until June 30, 2021, subject to the availability of appropriation within the Commission budget for each year of its term. The Contractor will be notified in writing if there is an intent not to renew the terms of this Agreement. Failure to provide such notice thirty (30) days prior to the end of this Agreement, and each subsequent annual extension period, will result in one-year extensions of this Agreement.
4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates provided in Attachment A. The Contractor will provide advance written notice to the Commission of any revisions to the rates provided in Attachment A, which will be incorporated herein per Section 7, Changes. The Contractor may submit invoices according to this schedule and upon acceptance, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Commission fiscal year

Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.

5. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of Commission. The Commission shall have the right to discontinue the work of the Contractor and cancel this Agreement by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Agreement, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of termination or suspension.

7. Changes. The Commission may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Commission and the Contractor, shall be incorporated in written amendments to this Agreement.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Agreement shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Commission. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement. The Commission shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall, to the best of its knowledge, not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall inform the Commission promptly of any conflict or appearance of conflict that may arise during the performance of the services.

12. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Commission requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Commission.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Commission shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Agreement, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Agreement subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and eighteen.

FOR BARNSTABLE COUNTY COMMISSIONERS:    FOR THE CONTRACTOR:

\_\_\_\_\_  
Leo Cakounes, Chair

\_\_\_\_\_  
Ronald Beaty, Vice-Chair

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Johanna Schneider, Counsel

9/24/18  
\_\_\_\_\_  
Date

FOR THE COMMISSION:

  
\_\_\_\_\_  
Kristy Senatori, Executive Director

9/25/18  
\_\_\_\_\_  
Date

Attachment A  
Compensation Rates

Johanna Schneider, Counsel	\$300.00/hr.
Paralegal services	\$255.00/hr.

# AGENDA ITEM 8g

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY  
COMMUNITY SEPTIC MANAGEMENT  
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427  
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers  
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

[www.barnstablecountysepticloan.org](http://www.barnstablecountysepticloan.org)

**MEMORANDUM**

**DATE:** October 2, 2018  
**TO:** County Commissioners  
**FROM:** Community Septic Management Loan Program  
**SUBJECT:** Certificates for Dissolving Septic Betterments

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Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon parcels of real estate in Notices of Betterment Assessment recorded as:

Book 1316, Page 470; Book 10973, Page 284; Book 11617, Page 234; Book 13215, Page 228; Book 18282, Page 237, Barnstable County Registry of Deeds;

stating that betterments were to be assessed pursuant to betterment agreements for septic improvements, in accordance with General Laws, Chapter 111, Section 127B ½ have together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

\_\_\_\_\_  
Leo G. Cakounes, Chair

\_\_\_\_\_  
Ronald R. Beaty, Vice-Chair

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

# AGENDA ITEM 8h

Authorizing the execution of a contract for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, in the amount of \$91,500.00, for the period of October 1, 2018 through June 30, 2019, to support the Tobacco Cessation and Prevention Program



## Requester

<b>Request Date</b>	10/01/18 12:30 PM
<b>Department</b>	Health and Environment
<b>Submitted by</b>	Julie Ferguson
<b>Requester Email</b>	Jferguson@barnstablecounty.org
<b>Department Director</b>	Julie Ferguson
<b>Department Director Email</b>	Jferguson@barnstablecounty.org
<b>No. of Additional Staff Emails</b>	2
<b>Additional Staff #1 Name</b>	Sean O'Brien
<b>Additional Staff #1 Email</b>	sobrien@barnstablecounty.org
<b>Additional Staff #2 Name</b>	Bob Collett
<b>Additional Staff #2 Email</b>	bcollett@barnstablecounty.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Request Type</b>	Grant
<b>Vendor Type</b>	Other Entity
<b>Original Funder</b>	United States Department of Health and Human Services (HHS)
<b>Pass-Through Entity/Sub-recipient No. 1</b>	Massachusetts Department of Public Health (MADPH)
<b>Pass-Through EntitySub-recipient No. 2</b>	Cape Cod Regional Tobacco Control Program (CCRTCP)
<b>Vendor Abbreviation</b>	HHS
<b>Additional Identifier</b>	MADPH CCRTCP Contract

## Fiscal Information

<b>Grant Funded</b>	Yes
<b>Request Amount Type</b>	Funds to be received
<b>Funds to be Received</b>	91500.00

<b>Total Needs Action Amount</b>	91500.00
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## Performance Period

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<b>Period Type</b>	Time Period
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<b>Period Begins</b>	10/01/18
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<b>Period Ends</b>	06/30/18
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## Summary of Request

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<b>Brief Summary of request</b>	Massachusetts Department of Public Health awards the Massachusetts Tobacco Cessation Program to County of Barnstable yearly
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## Town Services Information

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<b>Towns Serviced</b>	Countywide
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## Documents

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<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/443292037/65921485_20180921100137037.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/443292037/65921485_20180921100137037.pdf</a>
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<b>original signatures to follow?</b>	No
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<b># of signature page sets for return</b>	2
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## Final Approval

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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)

Date: 09/21/2018

To: COUNTY OF BARNSTABLE  
Re: Contract # **INTF2903P01190128223**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

**NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM**

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD forms.

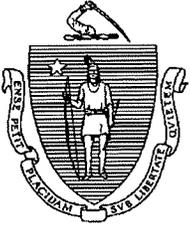
All attachments must be completed for your contract package to be processed.

**CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM**

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes.

If you have any questions, please contact **Laitouti, Lilia** at **617-624-5781**  
An original contract package must be completed by **09/28/2018** and mailed to:

Department of Public Health  
Purchase of Service Office  
250 Washington St., 8<sup>th</sup> Floor  
Boston, MA 02108-4619  
Attention: **Laitouti, Lilia**



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)

September 19, 2018

Sean O'Brien  
 County of Barnstable  
 3195 Main Street  
 Barnstable, MA 02630

RE: MA Tobacco Cessation and Prevention Program  
 Contract #: **INTF2903P01190128223**

Dear Mr. O'Brien:

The Department of Public Health Tobacco Cessation and Prevention Program is pleased to inform you that your agency is being awarded funding through the new Municipal Board of Health Tobacco and Public Health Policy RFR 190128.

Your award is as follows:

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FY19 Maximum Obligation	<b><u>\$91,500.00</u></b>
Option to Renew: Yes	
Federal Funds: Yes	

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Please note that funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

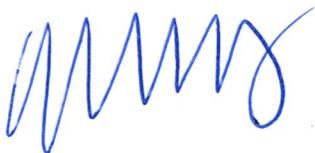
Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year. Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service Office by the date indicated on the face page of the contract package. Be sure to include a **photocopy of both pages of the "Contractor Authorized Signatory Listing."** If you have questions regarding this award, please contact the people indicated below.

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Program Contact: Jackie Doane, 617-624-5473, [jacqueline.doane@state.ma.us](mailto:jacqueline.doane@state.ma.us)  
Purchase of Service Contact: Lilia Laitouti, 617-624-5781, [lilia.laitouti1@state.ma.us](mailto:lilia.laitouti1@state.ma.us)

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Sincerely,



Elizabeth Barry  
Acting Director  
Bureau of Community Health & Prevention

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> COUNTY OF BARNSTABLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 3195 MAIN ST BARNSTABLE, MA 02630-1105		<b>Business Mailing Address:</b> 250 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Sean O'Brien		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> sobrien@barnstablecounty.org		<b>Contract Manager:</b> Laitouti, Lilia	
<b>Phone:</b> 508-375-6621	<b>Fax:</b>	<b>E-Mail:</b> lilia.laitouti1@massmail.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-624-5781	<b>Fax:</b> 617-624-5017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 <small>(Note: The Address Id Must be set up for EFT payments.)</small>		<b>MMARS Doc ID(s):</b> INTF2903P01190128223	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) <small>(Attach RFR and Response or other procurement supporting documentation)</small> <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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 <i>new Total</i> if Contract is being amended), \$ <u>91,500.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <b>EFT</b> 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 ( <u>G.L. c. 29, § 23A</u> ); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<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.) Grants To Public Entities Municipal Board of Health Tobacco and Public Health Policy Programs			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>19</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, 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>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sharon Dyer</u>	
Print Title: _____		Print Title: <u>Director, Purchase of Service Office</u>	

## Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: **County of Barnstable - INTF2903P01190128223**

**Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.**

**X New Contract** This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

**--County of Barnstable will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service.**

### Contract Amendment

**If choosing amendment you must check off one of the three types below and provide explanation**

#### Increase

Include a clear explanation of what the funding change will support in terms of additional services.

#### Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

#### Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

# MTCP Board of Health Tobacco Programs

## FY19 Scope of Service

October 1, 2018-June 30, 2019

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### **BACKGROUND:**

For over two decades, local Boards of Health (BOH) have been funded by MTCP to work on tobacco control and prevention strategies. BOHs play a crucial role in surveillance and enforcement as well as local policy change. Strategies to be carried out will include surveillance of the retail environment, enforcement of local and state policies, retailer education to support compliance, providing assistance to municipalities seeking to adopt tobacco-related policies and promote smoke-free environments, as well as support for other public health initiatives as applicable.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke.

### **COMPONENTS:**

Scope of service components include but are not limited to:

#### **I. Tobacco Retail Surveillance and Data Collection**

- Maintain accurate lists and profiles of local establishments that sell tobacco products in the MTCP's retailer database system
- Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate retailer list can be maintained
- Monitor and collect data on industry products and promotions in a sample of retail stores each quarter; it is expected that 25% of retailers will be monitored each quarter, a sample will be provided by MTCP
- Use data to educate municipal stakeholders on tobacco industry tactics

#### **II. Enforce Local and State Tobacco Policies**

- **Retail Inspections:**
  - Conduct annual retail inspections at 75% of establishments that sell tobacco
  - Conduct additional inspections after the passage of local policies to ensure compliance
  - Conduct education and enforcement activities if there are any violations of federal, state and local laws
  - Adhere to MTCP protocols to conduct inspections
- **Compliance Checks:**
  - Conduct annual compliance checks with youth at 75% of establishments that sell tobacco for cigars or other tobacco products (OTP)
  - Conduct Synar compliance checks with youth at 40-50% of program's tobacco retail stores for cigarettes, MTCP will provide the sample
  - Programs may choose to conduct 1 additional, annual compliance check at all establishments that sell tobacco to enforce a local policy of their choosing; for example, an additional OTP check or a compliance check for a local minimum legal sales age of 21
  - A portion of assigned compliance checks must be completed in every quarter of the fiscal year so checks are continuously conducted throughout the year

- Adhere to MTCP protocols to conduct compliance checks
- **Enforcement:**
  - Issue timely notification of violations if found
  - Appropriate program staff must be available to appear at hearings or for any follow up on violations needed
  - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur; follow up compliance checks should take place within 3-6 months of illegal sales to minors
  - Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulations; conduct follow-up inspections to ensure compliance

### III. Policy Promotion

- Promote and support the development of comprehensive tobacco sales regulations
- Promote and support the development of regulations that reduce exposure to secondhand smoke and vapor
- Use surveillance data to support the promotion of evidence-based tobacco regulations
- Provide assistance to local boards of health, zoning boards, city councils, and other municipal boards to promote and enact evidence-based public health policies
- Provide retailers with routine education on local and state tobacco policies to aide them in compliance

### IV. Administer Municipal Tobacco Program

- Collaborate with other MTCP and MDPH-funded programs to strengthen efforts
- As available, participate in statewide and local coalitions that have shared public health goals
- Coordinate at least 1 annual meeting with all of the program's health agent(s)/director(s) to discuss program progress and strategies
- Create communication channels that ensure that the tobacco program staff will receive routine notification from municipality(-ies) on new permits and enforcement progress
- Maintain regular program communications within the municipality and with all other municipalities involved in the application

Consistent with the original RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as chronic disease, wellness, gambling, drug paraphernalia, or substance use may be integrated into programs if funds are available. Additional options under components may be proposed if funds are available and if approval is attained by MTCP.

## STAFFING & ALLOWABLE COSTS

### STAFFING

Each program will have a Program Coordinator/Director (preferably a minimum of 0.5 FTE) who is responsible for grant deliverables, being MTCP's point of contact for the grant, attending required meetings and trainings, coordinating policy initiatives, and must have a role and presence within the retail environment. The Coordinator/Director must be available to work irregular hours that may include evenings and weekends. Likewise, the applicant must be able to accommodate a varying work schedule for personnel. Depending on the size of the program, additional staff or consultants may be funded to work on grant enforcement activities. Supervisor and administrative time is limited to 0.1 FTE. Any new staff under this program, including youth inspectors, must be trained by MTCP or using MTCP protocols before conducting

### ALLOWABLE COSTS

Grant funds can be used for staff salaries, benefits, payroll taxes, facilities, travel, program supplies, enforcement supplies, and related expenses. The lead applicant may charge up to 15%

to the grant for administrative costs. Programs are required to utilize MTCP communication materials and tools. Without prior written approval, MTCP funds cannot be used for equipment, paid media, development of materials or promotional items, or translation of materials.

**ADMINISTRATIVE REQUIREMENTS:**

- Submit an annual work plan and quarterly reporting and invoicing to MDPH using MTCP approved format
- Participate in all MTCP data collection and evaluation activities as requested using required protocols and reporting systems
- Site visits or requests for a field ride-along for inspections or compliance checks may be conducted as needed or as scheduled
- Staff must participate in all required training programs, meetings, and webinars; staff, youth inspectors, and contractors conducting enforcement activities such as retail inspections, retailer education, surveillance, or compliance checks must be trained by MTCP prior to conducting enforcement
- MTCP funds may not be used for lobbying purposes
- Have access to a telephone, mobile device (such as a tablet or smart phone) and a computer including e-mail, internet access, Microsoft Word, and Excel
- Receive approval from MDPH prior to the publication or dissemination of reports, white papers, manuals, and other technical documents produced with MDPH funds
- Programs may not accept funds from the tobacco industry
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services
- Be a smoke-free work environment



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

**CONTRACTOR LEGAL NAME:** County Of Barnstable  
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC6000194979  
**CONTRACT #:** INTF2903P01190128223

**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

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[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.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



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

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**PROOF OF AUTHENTICATION OF SIGNATURE**

**It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.**

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

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

Title:

**X** \_\_\_\_\_

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

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

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

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL







# AGENDA ITEM 8i

Authorizing the creation of a new fund for a grant from MADPH to the County Department of Health and Environment, in the amount of \$91,500.00, for the period of October 1, 2018 through June 30, 2019, to support the Tobacco Cessation and Prevention Program



## Requester

<b>Request Date</b>	10/01/18 12:56 PM
<b>Department</b>	Health and Environment
<b>Submitted by</b>	Julie Ferguson
<b>Requester Email</b>	jferguson@barnstablecounty.org
<b>Department Director</b>	Julie Ferguson
<b>Department Director Email</b>	jferguson@barnstablecounty.org
<b>No. of Additional Staff Emails</b>	2
<b>Additional Staff #1 Name</b>	Sean O'Brien
<b>Additional Staff #1 Email</b>	sobrien@barnstablecounty.org
<b>Additional Staff #2 Name</b>	Bob Collett
<b>Additional Staff #2 Email</b>	bcollett@barnstablecounty.org

## Request Type

<b>Approval Type</b>	Commissioners
<b>Requested Meeting Date</b>	10/03/13
<b>Request Type</b>	New Fund Approval
<b>Vendor Type</b>	Other Entity
<b>Original Funder</b>	United States Department of Health and Human Services (HHS)
<b>Pass-Through Entity/Sub-recipient No. 1</b>	Massachusetts Department of Public Health (MADPH)
<b>Pass-Through EntitySub-recipient No. 2</b>	Cape Cod Regional Tobacco Control Program (CCRTCP)
<b>Vendor Abbreviation</b>	HHS
<b>Additional Identifier</b>	MADPH CCRTCP

## Fiscal Information

<b>Grant Funded</b>	Yes
<b>Request Amount Type</b>	Funds to be received

<b>Funds to be Received</b>	91500.00
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<b>Total Needs Action Amount</b>	91500.00
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### Performance Period

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<b>Period Type</b>	Time Period
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<b>Period Begins</b>	10/01/18
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<b>Period Ends</b>	06/30/19
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### Summary of Request

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<b>Brief Summary of request</b>	Please establish fund for the new FY 19 Funding for Tobacco Control Program, this is for 3 quarters of FY 19 and must be isolated from the FY 18 Funds. Original Funding from HHS CFDA 93.959
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### Town Services Information

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<b>Towns Served</b>	Countywide
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### Documents

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<b>Initial Document Submission</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/443301982/65921485_fund_memo_request_for_fy_19_mtcp_.docx">https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/443301982/65921485_fund_memo_request_for_fy_19_mtcp_.docx</a>
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<b>original signatures to follow?</b>	No
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<b># of signature page sets for return</b>	1
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### Final Approval

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**RESOURCE DEVELOPMENT OFFICE  
FUND REQUEST MEMO**

**DATE:** 10-1-18

**TO:** County Commissioners

**FROM:** Julie Ferguson

**SUBJECT: New Fund Request for Massachusetts Tobacco Control Program**

**Explanation:** Please set up a new fund for the FY 19 MA Tobacco Cessation and Prevention Program

This fund will be budgeted for year 3 quarters of (FY19) beginning 10/1/18- 6/30/18

**Department:** Department of Health and Environment

**Funder:** MA DPH

**Amount:** \$91,500.00

**Purpose/Project:** . This contract funds the program which enhances and promotes health equity, addresses health inequities around tobacco products.

This program helps to prevent youth initiation of smoking and focuses on enforcement of retailers within the municipality.

Please establish a new fund for this grant.

Respectfully Submitted,

Julie Ferguson: \_\_\_\_\_

\_\_\_\_\_  
County Commissioners

\_\_\_\_\_  
Date:

# AGENDA ITEM 8j

Executive Session pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(2), to conduct contract negotiations with non-union personnel, Kristy Senatori, Acting Executive Director of the Cape Cod Commission for the position of Executive Director of the Commission. The Board will reconvene in Open Session and may take formal action on this item, including votes.

3225 MAIN STREET • P.O. BOX 226  
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD  
COMMISSION

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(508) 362-3828 • Fax (508) 362-3136 • [www.capecodcommission.org](http://www.capecodcommission.org)

September 6, 2018

Mr. Leo Cakounes, Chair  
Barnstable County Commissioners  
Superior Court House  
P.O. Box 427  
Barnstable, MA 02630

Dear Mr. Cakounes:

On behalf of the Cape Cod Commission's Executive Committee, I am pleased to recommend that Acting Executive Director Kristy Senatori be confirmed as the permanent Executive Director of the Commission with a contract term of five years.

As agreed when the executive committee recommended in January 2018 that Ms. Senatori be named the acting executive director, the committee conducted an evaluation of Ms. Senatori's performance and reached unanimous agreement that she is the best person for the job.

The executive committee established a process for conducting this evaluation, agreeing to review Ms. Senatori's performance in four key areas including communication, leadership, planning and decision-making as well as reviewing the extent to which she accomplished the goals established upon accepting the acting role. Those goals were improved internal communications, external communications and the preparation of the draft Regional Policy Plan update. Additionally, the committee directed Ms. Senatori to conduct an internal staff survey and external stakeholder survey that would include a town manager, state or federal agency official, select board member, and representatives of the development and business communities and chamber of commerce.

While I will not include all of Ms. Senatori's accomplishments, I would like to highlight several. She has met with each staff member individually, holds monthly supervisor meetings and staff meetings, has conducted two internal staff surveys, reorganized offices and expanded use of technology as a communication tool. Ms. Senatori has met with nearly every board of selectmen and will have met with all by next month,

has contracted resources to revamp the Commission's website, had individual meetings with more than 20 community leaders, meets with federal, state and local partners on water quality and other regional issues and has been an invited speaker for numerous organizations and boards. She conducted a communication survey of Commission members, held a half-day Commission member workshop and consistently provides Commission member updates at each Commission meeting. Since taking the helm, Ms. Senatori has directed significant progress to the Regional Policy Plan (RPP) update which refocuses the plan on natural systems, built systems and community systems. A subcommittee approved bringing the draft RPP to the Commission in early September for anticipated release for public comment. Ms. Senatori has successfully managed many important advances including: an amendment to Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact; consistency review guidance issued to towns for the Area Wide Water Quality Plan Update under Section 208 of the Clean Water Act; issued the first 208 consistency determination; and Growth Incentive Zone amendments leading to the Hyannis Growth Incentive Zone approval by the Commission. The results of both the internal and external surveys confirm Ms. Senatori's exceptional communications skills, demonstrated understanding of complex issues from multiple perspectives and ability to be an effective and unifying leader. Additionally, Ms. Senatori directed what was arguably the most successful OneCape Summit to date.

Executive committee members expressed unanimous approval of Ms. Senatori's accomplishments and job performance over the past seven months and indicated that the Commission could not find a more qualified candidate. Members recalled that former Executive Director Paul Niedzwiecki had a succession plan and was training Ms. Senatori to be his replacement. It was clear to all that there is no question Ms. Senatori is best suited to lead the Commission well into the future.

Please know that if you feel my presence would help, I will make myself available when this item is placed on the board of County Commissioners' agenda. Thank you for your consideration.

Sincerely,



Harold Mitchell

Chairman, Cape Cod Commission

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the nineteenth day of September, A.D. 2018, motion by Commissioner Beaty to accept the recommendation of the Cape Cod Executive Committee in a letter dated September 6, 2018, and authorize the Chair and Staff to begin contract negotiations with Kristy Senatori to fill the permanent position of Executive Director of the Cape Cod Commission and schedule an Executive Session meeting for the full Board to negotiate and execute said contract, 2nd by Commissioner Flynn, approved 3-0-0

Leo G. Cakounes, Chair: Y

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, September 19, 2018



*Janice O'Connell*  
Barnstable County Regional Clerk