COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EOAF), the Office of the Comptroller (OCR) 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/docs/contract-for-vendors-forms or www.mass.gov/docs under OSD Form.

CONTRACTOR LEGAL NAME: Somall Development Center

COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services

MMARS Department Code: EHS

Legal Address: (W-9, W-4, T&C): 205 Green Street, Jamaica Plain, Massachusetts 02135

Business Mailing Address: One Ashburton Place 5th Floor, Boston, MA 02108

Contract Manager: Abdulrahman A. Yusuf

Billing Address (if different): same

E-Mail: scdboston@yahoo.com

Contract Manager: Glenn Daly

Phone: 617-522-7000

Fax: 617-522-7484

E-Mail: glenn.daly@state.ma.us

Phone 817-573-1706

Fax: 

Vendor Code Address ID (ie. "AD0001"): AD0001

(Note: The Address ID must be set up for EFT payments.)

New Contract

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

☐ Statewide Contract (OSD or an OSD-designated Department)

☐ Collective Purchase (Attach OSD approval, scope, budget)

☐ Department Procurement (includes State or Federal grants 815 CMR 3.00)

☐ Emergency Contract (Attach justification for emergency, scope, budget)

☐ Contract Employees (Attach Employment Status Form, scope, budget)

☐ Legislative, etc or other (Attach authorizing language: justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filled with CTR and is incorporated by reference into this Contract.

☐ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check one option only): 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 receipt for Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ Maximum Obligation Contract. Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). $ 85,667.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (GL c. 29, § 23A) ☐ no initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment 1 increases the maximum obligation to perform additional work under the Focus Areas specified in Section 2.1, per the proposal submitted to and accepted by EOAF.

ANTICIPATED START DATE: (Complete one option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☐ 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 9/29/2017 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in greater value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Abdulrahman A. Yusuf

Date: 9-11-17

Print Name: Abdulrahman A. Yusuf

Print Title: Executive Director

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Alda Repp

Date: 9-18-17

Print Name: Alda Repp

Print Title: Assistant Secretary for Administration and Finance

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INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Form. Text that appears in italics indicates a "term," 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 DBA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-2 or W-3 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (dba) name, BOTH the legal name and the dba name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-2 or W-3 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (dba) name, BOTH the legal name and the dba name must appear in this section.

Contractor Contact Person: Enter the authorized Contract Person who will be responsible for managing the Contract. The Contractor 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 Contractor Contact Person is considered "key Personnel" and may not be changed without the prior written approval of the Department. If this person is posted on COMMUNICATE, the name of the Contractor must be included in the Contract on COMMUNICATE.

Contractor's Address: Enter the address of the Contractor. If the Contractor 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-2s 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 Customer database matches the site accounting system.

Vendor Code Address: The Department must enter the WMAIRS 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-2s 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 Customer database matches the site accounting system.

Commonwealth DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encountered for the Contract.

Commonwealth MMAPS Alpha Department Code: Enter the three (3) letter MMAPS Code of the Commonwealth Department in the state accounting system.

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

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 Department.

Department Contact Person: Enter the authorized Contract Person 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: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contact Person. If the Contractor cannot be reached, the Contractor will be sent a notice to the listed phone number. The Contractor must confirm receipt of notice to the Contractor's email address within 30 days.

MMAPS Document ID(s): Enter the MMAPS 20 character document number associated with this Contract which must remain the same for the life of the Contract.

RFQ/Procurement or Other ID Number or Name: Enter the Request for Response (RFQ) or other Procurement Reference number, Contract ID or other reference/Tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMAPS 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, Procurement Policy and Fixed Agreements, Commonwealth Procurement and Contracting 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 816 CMR 2.00 and State Grants and Federal Sub-Grants Policy. Departmental Master Agreements (MA). If multi-Department use, 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 File (prior to the Contractor's selection) as work of a Contractor and not that of an Independent Contractor.

Legislative/Local 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 "exemptions" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supportive documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form):

Complete this section for any Contract be renewed, amended or to continue a tapered Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc lcs, 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 recorded since this date does not change and is already recorded in MMAPS.)

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 tapered. The Contractor may negotiate a change in amount or contract terms and prices 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 MMAPS 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 through the process outlined in 810 CMR 1.07, 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 the Contract.

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

Legislative/Local 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 "exemptions" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supportive documentation must be attached to explain and justify the exemption and whether Contractor selection has been publicly posted.

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COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

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 (VCUF). See Vendor File and W3 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 by 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 maximum payments entered. Any contracts must be reviewed for availability and canceled 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 45 days from the payment cycle within EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may not negotiate accelerated payments and payments not acceptable. Prompt Payment is not applicable to this Contract. Payments will be made within 45 days from the date the payment is made. Reduced contracts rates may not be negotiated to replace a PPP. If PPP funds 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. 19, s. 23A); or an initial accelerated payments for reimbursement 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 or advance payments for payment. A Contract with an 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 Prompt Payment Policy. Any contracts must be reviewed for availability and canceled 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. Explanations why accelerated payments were allowable without a PPP.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and other identifying information for the Contract to specifically identify the Contract performance, match with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (e.g., "FY2012" or "FY2012-13") in the Brief Description section. Performance starts and encumbrances reflect the final Effective Date (if a FY list is listed) or the FY start date (if a FY list is listed). Use Option 2 only when the Contract will be signed in the absence 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 the start date. Option 3 is used in lieu of the Settlement and Release Form when the Contract has been signed or the Contract has been signed and released. All obligations have been incurred by the Contractor prior to the Effective Date for the purpose of the Contract. Option 3 is not available for the purpose of the Contract. Any obligations incurred outside the scope of the Effective Contract 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 payment to the Contractor shall be released from the Commonwealth without further obligations for the identified performance. All settlement payments require justification and must be under sameencumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, § 8.

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 RFP, or 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 the remaining work on the Contract subject to the approval of the Department and the request for a new amendment. The Contract End Date must be entered for the termination date of the Contract, and prior to the end of the fiscal year in which payments are approved, 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, § 8.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signature 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 will not be paid the Contractor. Rubber stamps, typed or other machine printed signatures for authorization on a Contractor Authorized Signature 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 Signature Listing. Authorization for Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. Signature above under Authorized Start Date. Rubber stamps, typed or other machine printed signatures for authorization on a Contractor Authorized Signature Listing may be required by the Department if not already on 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 to the Effect of this Contract or Amendment shall be the latest date that the 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 laws and penalties of the Commonwealth of Massachusetts; 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 that the Commonwealth is entitled to ownership rights of all “deliverables” purchased or developed with Contract funds. A Department may not reassign Commonwealth’s rights to deliverables or may not authorize delivery of deliverables purchased with Commonwealth resources, without just compensation. The Commonwealth 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 required 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 on 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 public funding and resources to prevent fraud, waste and abuse. Collusion: The Contractor certifies that their Contract has been offered in good faith and the Contractor did not collude with others to secure the award. The Contractor certifies that the Contract has been awarded based on fair and open competition and no 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 of the Commonwealth. The Contractor shall also comply with all applicable public records laws.
records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not being used for Contract performance. False, misleading, or non-compliance reports or documents related to any alleged breach or allegation of non-compliance. Fraud, waste, abuse or collusion may be proved electronically and shall be provided to Contractor’s own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under G.L. c. M.G.L. 36 § 100.

Debarment. The Contractor certifies that neither it nor any of its subsidiaries are currently debarred or suspended by the federal or state government or under any law or regulation including, Executive Order 147, G.L. c. 29, § 29F, G.L. c. 30, § 39B, G.L. c. 149, § 27C, G.L. c. 149, § 44C, G.L. c. 149, § 148B and G.L. c. 150, § 26C.

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, Uniform: 801 CAM 21.00 (Procurement of Commodities and Service Procurements, Including Human and Social Services); 815 CAM 2.00 (Grants and Subsidies); 900 CAM 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AGCRA 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 Billing 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 15th for performance made and received (goods delivered, services completed) prior to June 30th; in order to make payment for that period of fiscal year or any lesser period of the fiscal year of the prior year. If the Contractor fails to submit timely invoices by August 15th or the date listed in the Contract, the Commonwealth 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 are not available to pay 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. 28 § 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 suballocation, including mandated allotment reductions triggered by G.L. c. 29 § 4C. 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 requisitioned 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. Unsecured and undisbursed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, §§ 3 and 153 CAM 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 overpaid amounts.

Tax Law Compliance. The Contractor certifies under the pairs and parables of penalty tax compliance with Federal tax laws: state tax laws including but not limited to G.L. c. 63C, § 48A; G.L. c. 62C, § 48A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and contributions and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62C, withholding and remitting child support, including G.L. c. 119A, § 12; (61-11: New Independent Contractor Procedures and Applicable IRS)

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies that 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 changes 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 inform any potential conflict with representation of any Department client in accordance with Massachusetts Board of Jurisprudential (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 will have access to, either as a part of performance or inadvertently during performance, with special attention to restricting access, use and disposition of personal data and information under G.L. c. 890 and c. 860 and Executive Order 504. The contractor, if required, shall 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 Guidelines. 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, disclosure, use or disposal of personal data 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, § 38.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all applicable corporate and business filings and reports requirements. The Commonwealth, the Office of the Attorney General or other Departments as relevant, may conduct examinations of the Contractor’s business, and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with all applicable state and federal employment laws or regulations, including but not limited to G.L. c. 149, § 1 (Prevailing Wages for Painting and Painting of Public Documents); G.L. c. 7, § 52 (Prevailing Wages for Contracts for Meal 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: G.L. c. 149, § 1 (Labor and Industries); G.L. c. 149A, § 1 (Labor Relations); G.L. c. 151 and 151A (Minimum Fair Wages): G.L. c. 15A, § 1 (Employment and Training); G.L. c. 151B (Unfair Trade Practices): G.L. c. 151E (Unfair Discrimination); G.L. c. 152 (Business Discrimination); G.L. c. 159 (Workers’ Compensation); G.L. c. 153 (Liability for Injury); §§ 29 USC 38; G.L. c. 25A (Federal Fair Labor Standards); G.L. c. 25A, § 28; and the Federal Family 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. 12101, et seq., the Rehabilitation Act, 29 U.S.C. 7, § 701, 703, et seq., 42 U.S.C. 50; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, § 22A; G.L. c. 272, § 28 and 98A, Massachusetts Anti-Discrimination Act, CW/V and G.L. c. 45 A. § 57, G.L. c. 15A, § 100, G.L. c. 15A, § 22B (Telecommunications Act, Chapter 149, § 40, et seq., G.L. c. 149, § 22A, Section 85 and Section 85A, and G.L. c. 111, Section 15, Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any substantially based protection arising from state or federal law or precedent. See also MCAD and MAHC links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, described in the California Treasury Department’s “SBA’s Small Business Program, Section 10.10.3, Subpart C, Small Business Participation Agreement.”

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandates 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 U.S. 002, U.S. 004, U.S. 005, U.S. 006, U.S. 007, U.S. 008, U.S. 010, U.S. 017, U.S. object codes in the Classification Manual Handbook of the Commonwealth or other Contracts as approved by C175 or OOS. 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 comptable substitute commodities and services) under a Contract. "Other damages" shall include an amount in the Commonwealth in excess of any 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 cost of contractor provided 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 (Updated 3/2/2014) Page 4 of 5
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damages" exceed the greater of $1,000,000 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's Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there 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 request 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 "HI" and "NIF" and "USIS" object codes subject to G.L. Chapter 29, s. 28d). 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. 39, 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 suspension.

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 136: Anti-Bribery. The Contractor warrants, represents, and agrees that during the term this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC S. 599A(13)(4)), and IRS Audit Guidelines Revocations) or engages in conduct declared to be unlawful by G.L. c. 151C, 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 the 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 946: Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (d) 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 the 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. 99A, owned or controlled by Executive Department agencies, or access to agency systems or data containing such information (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. Contractor certifies full responsibility for Contract 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 such Security Policies and procedures; (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; (6) be responsible for the full or partial breach of any of these terms by any subcontractors or have any payment obligations to subcontractors.

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AMENDMENT 1 TO THE
GRANT AGREEMENT BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
SOMALI DEVELOPMENT CENTER
FOR
The Massachusetts Promoting Engagement, Acceptance and Community Empowerment (PEACE) Project

WHEREAS, the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) and Somali Development Center (the Grantee) entered into the Grant Agreement effective January 18, 2017, for the Grantee to provide services under the Promoting Engagement, Acceptance, and Community Empowerment (PEACE) Project in Massachusetts; and

WHEREAS, this Grant Agreement is funded through a Cooperative Agreement with the Department of Justice, United States Attorney Office ("Cooperative Agreement") awarded on September 30, 2015; and

WHEREAS, EOHHS is able to provide supplemental funding from the Cooperative Agreement to the Grantee to support activities under the Grant Agreement; and

WHEREAS, in accordance with Section 5.14 of the Grant Agreement, EOHHS and the Grantee desire to amend the Grant Agreement;

NOW, THEREFORE, in consideration of their mutual undertakings, EOHHS and the Grantee agree to amend the Grant Agreement as follows:

1. Section 2.2 is hereby amended by inserting at the end thereof:

"5. The Grantee shall perform additional work under the Focus Areas specified in Section 2.1, per the proposal submitted to and accepted by EOHHS in August 2017."

2. Section 4.1.4 is hereby amended by inserting at the end thereof:

"Notwithstanding the foregoing, in September, 2017, EOHHS will make an additional payment of $2,667 upon the satisfactory completion of work performed pursuant to Section 2.2.5."

All other provisions in the Grant Agreement, unless expressly amended by this Amendment 1 shall remain in full force and effect. By signing the Standard Contract Form, the parties agree to this Amendment 1.