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/proc under Guidance For Vendors - Forms or www.mass.gov/proc under OSD Forms.

CONTRACTOR LEGAL NAME: United Somali Youth, Inc.
(and dba):

Legal Address: (W-9, W-4,T&C): 751 Shawmut Ave. Suite 615 Boston, MA 02119

Contract Manager: Said H. Ahmed
E-Mail: saidahmed330@gmail.com
Phone: 617-749-6502
Fax: 

Contractor Vendor Code:VC00000854956
Vendor Code Address ID (e.g. ADD001): ADD001
(Note: The Address Id Must be set up for EFT payments.)

COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services
MMARS Department Code: EHS
Business Mailing Address: One Ashburton Place 5th Floor, Boston, MA 02108
Billing Address (if different): same
Contract Manager: Glenn Daly
E-Mail: glenn.daly@state.ma.us
Phone: 617-573-1706
Fax: 

RFR/Procurement or Other ID Number: 17LCEHSPEACEGRANTAPP
MMARS Doc ID(s):

X _ 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 2.00)
  _ Emergency Contract (Attach justification for emergency, scope, budget)
  _ Contract Employee (Attach Employment Status Form, scope, budget)
  _ Legislative/LEGAL or OTHER (Attach authorizing language/justification, scope and budget)

 CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment:
Enter Amendment Amount: $ ______ (or ‘no change’)
AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
  _ Amendment to Scope or Budget (Attach updated scope and budget)
  _ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
  _ Contract Employee (Attach any updates to scope or budget)
  _ Legislative/LEGAL or OTHER (Attach authorizing language/justification and updated scope and budget)

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

COMPENSATION: (Check ONE option)
  _ 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): $ ______

The following COMMONWEALTH TERMS AND CONDITIONS have been incorporated into this Contract.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contractor 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 to be paid 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 ______, ______, with no new obligations being incurred after this date unless the Contract is properly amended.

CERTIFICATIONS: Notwithstanding verbal or other representations by the party, 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 Responses, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Responses only if made using the process outlined in 801 CMR 21.02 incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: __________________________ Date: 11/21/17
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Said Ahmed
Print Title: Executive Director

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: __________________________ Date: 11/21/17
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Nick Danzer
Print Title: Chief Financial Officer

(Updated 3/21/2014) Page 1 of 5
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 can 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-3 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-3 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 HVCMS for Contract Employee).

Contractor Contact Manager: Enter the authorized Contact Manager who will be responsible for managing the Contract. The Contact 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 Contact 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 Contact 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 Contact 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 Contractor 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., "AC0001") The Department must enter the MMARS Vendor Code 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 Paving 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 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 Contact Manager: Identify the authorized Contact 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 Contact Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department Contact 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 subcontracts under 281 CMR 2.06 and State Grants and Federal Subgrants 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 Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative 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 Standard Contract, Budget, etc.

Enter Amendment Amount: Enter the Amendment amount being added or deleted to the Contract. If both are being added or deleted, enter both amounts. Additional amended 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 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

(Updated 3/21/2014)  Page 2 of 5
COMMUNITY HEALTH SERVICES - STANDARD CONTRACT FORM

posted.

COMMUNITY TERMS AND CONDITIONS
Identify which Community 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 Payment 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 lost 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 Promt 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 be negotiated to replace a PPD. If PPDs are not accepted, 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 invoices payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment 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, contract 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 upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance period specifications reflect the definition of Effective Date (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.

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 limit 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. 44, § 8.

CERTIFICATIONS AND EXECUTION
See Department Head Signature Authority 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 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. Proofer of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department at the time the Contract is signed. 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 acceptable. 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.

Required. 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 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 potential fraud and abuse under this Contract is not occurring. Any claims, the terms of the Contract, will be made using ethical business standards and good stewardship of taxpaying 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. 66, s. 12 seven (7) years beginning on the first day after the final payment

(Updated 3/21/2014) Page 3 of 5
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 §590 C.M.R. 32.00.

Debarment. The Contractor certifies that it neither 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, § 399; G.L. c. 149, § 27C; G.L. c. 149, 44A; § 149, § 149B and G.L. c. 152, s. 26C.

Applicability. 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, including, but not limited to (a) Procurement of Commodities and Services, Including Human and Social Services; (b) 815 CMR 2.00 (Grants and Subsidies); (c) 806 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); (d) 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 Payment Policy. Contractors must be able to reconcile and properly attribute any invoices submitted from multiple Department. Final invoice for any fiscal year must be submitted no later than August 15th after the performance period and received (goods delivered, services completed) prior to June 30th, 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 15th 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 subsidy, 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 Contract may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to reimbursement 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 remittance of withholding withheld withhold 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 support including G.L. c. 119A, s. 12; TR 05-11; New Independent Contractor Provisions and applicable TIRs.

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 years and that it has not filed a petition for bankruptcy, nor has the Commonwealth filed a petition to involuntary discharge the Contractor 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 the details of any audit, 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 learnings 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 §1359 and 5 USC §734A, Executive Order 14006, 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 any personal 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 disposal 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. 93H 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, distribution, use or disposal of personal data or information, and in the event of a security breach, Contractor shall respond fully with the Commonwealth. Contractor shall 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. 151B, § 205 (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 Act); 29 USC c. 21 (Federal Fair Labor Standards Act) and Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prior to Disqualification: 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 USC c. 16, s. 794; 29 USC c. 18, s. 701; 29 USC c. 14, s. 623; 42 USC c. 45; 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 99, Massachusetts Constitution Article CIV 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 58A, 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 MACD and MACD Inks and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order S23 if qualified through the SBPP COMM/BUTS subscription process at: www.commbuyss.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 Manditory Specifications and the IT Access Policy 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, U86 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, and 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 any costs, expenses, or damages to the Commonwealth, its employees, or other third parties. 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

(Updated 3/21/2014) Page 4 of 5
“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 cannot be a 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, § 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 or 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, § 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 alter accepted or falsified documents from any such worker.

**Executive Order 198.** Anti-Boycott. The Contractor warrants, represents and agrees that during the term of this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999D(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 (i) 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 selected 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 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; (b) 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 528.** 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.
GRANT AGREEMENT

BY AND BETWEEN

THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

AND

UNITED SOMALI YOUTH

FOR

The Massachusetts Promoting Engagement, Acceptance and Community Empowerment (PEACE) Project
This Grant Agreement is by and between the Massachusetts Executive Office of Health and Human Services (EOHHS) and United Somali Youth (Grantee), with principal offices located at 100 Malcolm X Boulevard, Roxbury Crossing, MA 02120.

WHEREAS, EOHHS issued a Grant Application (Grant Application) on August 8, 2016, for the Promoting Engagement, Acceptance, and Community Empowerment (PEACE) Project in Massachusetts; and

WHEREAS, EOHHS selected the Grantee, based on the Grantee’s response to the Grant Application submitted before the required response date of September 12, 2016 and

WHEREAS, the Grantee appears qualified and is willing to perform its duties as set forth herein subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, EOHHS and the Grantee agree as follows:
Table of Contents

Section 1. DEFINITIONS ..................................................................................................................2

Section 2. GRANTEE RESPONSIBILITIES .................................................................................4
  Section 2.1 Focus Areas ..............................................................................................................4
  Section 2.2 Work Plan ..............................................................................................................5
  Section 2.3 Activity Reports .......................................................................................................6
  Section 2.4 Staffing Requirements ............................................................................................6
  Section 2.5 Other Programmatic Requirements ........................................................................7

Section 3. EOHSI RESPONSIBILITIES ......................................................................................8

Section 4. PAYMENT ....................................................................................................................8
  Section 4.1 Payment ....................................................................................................................8
  Section 4.2 Fiscal Reports .........................................................................................................9

Section 5. ADDITIONAL GRANT AGREEMENT REQUIREMENTS ........................................10
  Section 5.1 Grant Agreement Term ..........................................................................................10
  Section 5.2 Grant Officers .......................................................................................................10
  Section 5.3 Notification of Administrative Change .................................................................10
  Section 5.4 Assignment ..........................................................................................................10
  Section 5.5 Independent Contractor .........................................................................................10
  Section 5.6 Confidentiality .......................................................................................................10
  Section 5.7 Programmatic Modifications and New Initiatives ................................................11
  Section 5.8 Intellectual Property Rights, Publications Regarding or Derived from this Grant Agreement, Use and Ownership of Data and Software ..........................................................12
  Section 5.9 No Third-party Enforcement ..................................................................................13
  Section 5.10 Effect of Invalidity of Clauses ............................................................................13
  Section 5.11 Authorizations .....................................................................................................13
  Section 5.12 Prohibited Activities and Conflict of Interest .......................................................13
  Section 5.13 Compliance with Laws .........................................................................................13
  Section 5.14 Amendments .......................................................................................................13
  Section 5.15 Counterparts ........................................................................................................14
  Section 5.16 Section Headings ................................................................................................14
  Section 5.17 Waiver ..................................................................................................................14
  Section 5.18 Record Keeping, Quality Review, Audit, and Inspection of Records ....................14
  Section 5.19 Requirements for Subgrantees .............................................................................15
  Section 5.20 Entire Agreement ................................................................................................15
  Section 5.21 Responsibility of the Grantee ..............................................................................15
  Section 5.22 Administrative Procedures Not Covered ..............................................................15
  Section 5.23 Remedies for Poor Performance .........................................................................16
  Section 5.24 Termination .........................................................................................................16
  Section 5.25 Fraud ....................................................................................................................16
  Section 5.26 Restrictions of Use of the Commonwealth Seal ....................................................17
  Section 5.27 Order of Precedence ............................................................................................17
  Section 5.28 Notices .................................................................................................................17

United Somali Youth PEACE Grant Agreement
Section 1. DEFINITIONS

The following terms or their abbreviations, when capitalized in this Grant Agreement, for purposes of this Grant Agreement are defined as follows unless the context clearly indicates otherwise.

Collaborative: The Collaborative is a group of 51 non-governmental, governmental, and academic stakeholders from the Greater Boston region that developed the locally-driven Framework related to enhancing resilience to Violent Extremism. This group also includes representatives from Washington, D.C.

Community: Individuals and/or entities, including, but not limited to: government agencies, non-government agencies, schools, colleges, universities, non-profit agencies, for-profit agencies, businesses, private foundations, religious institutions, civic and cultural organizations, arts organizations, the media, and the public.

Cooperative Agreement: The Cooperative Agreement is the agreement signed in September 2015, between the Massachusetts United States Attorney’s Office and the Massachusetts Executive Office of Health and Human Services for the implementation of strategies to prevent Violent Extremism.

Countering Violent Extremism (CVE): CVE is collaborative efforts intended to prevent Violent Extremism through non-coercive means. EOHHS is informed, but not bound, by prior national and international CVE efforts. EOHHS hopes this Grant Application will support a shared goal of preventing Violence and that the activities and services undertaken will be evaluated and contribute to a better understanding of best practices related to CVE.

Focus Areas:

1. Primary prevention strategies, collaborations, meetings and trainings that foster: prosocial behavior, acceptance, tolerance, effective self-advocacy skills and peer leadership skills, critical thinking and conflict resolution skills, generalized programs of education against Violence, informed and inclusive communities, cross-cultural learning, empowerment, and/or resilience across broad populations;

2. Opportunities for positive communication and engagement between government and non-government members of the Community;

3. Counter-messaging strategies to challenge the messaging of organizations that promote, plan or engage in Violence, and

4. Information and referrals for spouses, parents, guardians or caretakers who are concerned that a child in their care or custody, or adult, may be recruited by organizations that promote, plan or engage in Violence.

Framework: The “Framework” is a document entitled “A Framework for Prevention and Intervention Strategies, Incorporating Violent Extremism Into Violence Prevention Strategies” developed in February 2015 by the Collaborative in the Greater Boston region. (See Attachment A attached hereto.)
Grant Agreement: An agreement that determines funding and other requirements, between EOHHS and a Respondent who has been selected by EOHHS to implement a Project.

Grant Application: The Grant Application for Promoting Engagement, Acceptance and Community Empowerment (PEACE) Project issued by EOHHS.

Grant Year: Should the Grant Agreement be extended past Grant Year One, the 12-month period between October 1 of a calendar year and September 29 of the following calendar year.

Grant Year One: The period beginning upon Grant Agreement execution and ending on September 29, 2017.

Ideology: For the purposes of this Grant Application, “Ideology” is defined as the set of ideas and beliefs of a group or political party.

Law Enforcement: For the purposes of this Grant Application, “Law Enforcement” is defined as the generic name for the activities of the agencies responsible for maintaining public order and enforcing the law, particularly the activities of prevention, detection, and investigation of crime and the apprehension of criminals.

Massachusetts Executive Office of Health and Human Services (EOHHS): Established in 1971, EOHHS is the largest executive office in the Governor’s cabinet. EOHHS is responsible for coordinating the service delivery and policy development in the Commonwealth’s health and human service agencies. Agencies and programs under EOHHS include: MassHealth, the Department of Children and Families, the Department of Youth Services, the Department of Transitional Assistance, the Department of Mental Health, the Department of Developmental Services, the Department of Public Health, other disability agencies, soldiers homes, veteran’s services and elder services. EOHHS is actively engaging in efforts to improve integration of services, both within and across agencies, to ensure that individual clients and families receive comprehensive, effective and efficient services.

Project: The Grantee’s performance of approved activities and/or services pursuant to the Grant Application for the Promoting Engagement, Acceptance and Community Empowerment Project.

Project Manager: A key personnel under the Grant Application. See Section 2.4.

Proposal: Complete response to the Grant Application, including description of proposed Project.

Respondent: An eligible applicant to this Grant Application who has submitted a Proposal.

Social Capital: Promoting the dissemination and adoption of healthy behaviors, promoting greater access to health services, raising awareness of human rights and promoting self-esteem and mutual respect.¹

Social Cohesion: The ability of a society to be inclusive of all cultural and social groups, so that they work co-operatively.

United Somali Youth PEACE Grant Agreement
Social Support: The perception and actuality that one is cared for, has assistance available from other people, and that one is part of a supportive social network. These supportive resources can be tangible (e.g., financial assistance) and intangible (e.g., personal advice), emotional (e.g., nurturance), informational (e.g., advice), or companionship (e.g., sense of belonging).

Violence: For the purposes of this Grant Application, Violence is defined as an act that violates state or federal law and causes physical harm to a person, or property, and:

- Is motivated, at least in part, by prejudice related to race, religion, ethnicity, handicap, gender, gender identity or sexual orientation; and/or
- Appears to be intended to intimidate or coerce a civilian population, influence the policy of a government by intimidation or coercion, or to affect the conduct of a government by mass destruction, assassination or kidnapping.

Violent Extremism: See definition for “Violence.” The terms “Violence” and “Violent Extremism” are used interchangeably in this Grant Application.

Violent Extremist: For the purposes of this Grant Application, a “Violent Extremist” is an individual, or group of individuals, that promotes, plans or engages in “Violence” as defined by this Grant Application.

Section 2. GRANTEE RESPONSIBILITIES

The Grantee shall operate the Project by carrying out the following activities or services, as further described in this Section 2.

Section 2.1 Focus Areas

As approved by and under the supervision of EOHHS, the Grantee shall carry out activities or services that effectively address to the satisfaction of EOHHS one or more of the following Focus Areas (select all that apply):

1. ☑ Primary prevention strategies, collaborations, meetings and trainings that foster: prosocial behavior, acceptance, tolerance, effective self-advocacy skills and peer leadership skills, critical thinking and conflict resolution skills, generalized programs of education against violence, informed and inclusive communities, cross-cultural learning, empowerment, and/or resilience across broad populations.

2. ☑ Opportunities for positive communication and engagement between government and non-government members of the community.

3. ☐ Counter-messaging strategies to challenge the messaging of organizations that promote, plan or engage in violence, and

4. ☑ Information and referrals for spouses, parents, guardians or caretakers who are concerned that a child in their care or custody, or adult, may be recruited by organizations that promote, plan or engage in violence.

United Somali Youth PEACE Grant Agreement
Section 2.2 Work Plan

1. For Grant Year One, the Grantee shall perform all work under this Grant Agreement in accordance with the Proposal it submitted in response to the Grant Application, as modified and approved by EOHHS. The Work Plan shall be submitted to EOHHS for review and approval by a date specified by EOHHS.

2. On or before August 15th of subsequent Grant Years, if any, the Grantee shall develop and submit to EOHHS for approval a work plan that covers the upcoming Grant Year. The work plan shall contain the following components:
   a. Project Overview: Describe your activities or services, including:
      (1) Who will participate in the proposed activity or services and how many will be served;
      (2) The setting and format for the proposed activities/services;
      (3) Training (if any) that will be provided to staff or clients;
      (4) How you will identify and engage Project participants and community stakeholders in the proposed Project;
      (5) How you will leverage your current relationships to implement the proposed Project and the referral/outreach process you will follow, if applicable, to connect people with the proposed Project.
   b. Project Timeline: Provide a Project Timeline for the Upcoming Grant Year, which includes schedules showing frequency of Project activities or services, and timelines for key deliverables such as meetings, trainings, processes or initiatives, as applicable.
   c. Project Outcomes: Describe
      (1) Your specific goals for the activity or service; and
      (2) Your definitions or measures of success.

3. The Grantee may request to modify the Work Plan at any time. The Grantee shall make any such request to modify the Work Plan to EOHHS in writing, and upon prior written approval from EOHHS, shall implement any such approved modification.

4. Unless otherwise permitted in writing by EOHHS, the Grantee shall perform all work under this Grant Agreement in accordance with the work plan.
Section 2.3 Activity Reports

1. On or before January 30, April 30, July 30 and September 30 of Grant Year One or of subsequent Grant Years, if any, the Grantee shall submit to EOHHS activity reports in a form and format specified by EOHHS.

2. The activity reports shall contain the following elements:
   a. Description of all Project activities and services, as specified in Sections 2.1 and 2.2;
   b. Metrics and outcomes, as specified in Section 2.2;
   c. Discussion of challenges, successes and other Project developments during the reporting period;
   d. Other relevant metrics or components, as determined by EOHHS.

3. The Grantee shall cooperate with EOHHS in the preparation and submission of any progress, final or other reports required by the Cooperative Agreement or the United States Attorney’s Office for the District of Massachusetts.

Section 2.4 Staffing Requirements

1. The Grantee shall ensure that qualified and competent staff performs all activities specified in this Grant Agreement, and that appropriate supervision and working conditions are provided for all Project staff.

2. The Grantee shall ensure that staffing resources are sufficient to perform all tasks specified in this Grant Agreement in a professional, accurate, complete and timely manner.

3. The Grantee shall maintain job descriptions for all Project staff positions and salary schedules for all paid positions. Job descriptions shall include job duties and job requirements, such as education, licensing, skills and experience.

4. The Grantee shall maintain resumes, bios, schedules of deliverables and rate agreements as applicable, for any consulting services performed under this Grant Agreement.

5. The Grantee shall ensure the Project has a Project Manager.
   a. The Project Manager shall manage all Project activities and oversee Project funding.
   b. The Project Manager is key personnel under this Grant Agreement and shall be as designated in the Grantee’s Response to the Grant Application or as otherwise approved by EOHHS.

6. EOHHS and the Grantee may agree to designate personnel other than the Project Manager as key personnel.

7. The Grantee shall notify EOHHS of any individual whom the Grantee is proposing to designate or replace as key personnel. If any individual named as key personnel becomes unavailable, the Grantee shall notify EOHHS immediately and provide the name(s) and resume(s) of suitable replacements, subject to EOHHS’ approval. EOHHS reserves the right to interview and approve
individuals for all key personnel positions. If EOHHS is not reasonably satisfied that the proposed individual(s) has ability and experience suitable or satisfactory for the needs of the Project or comparable to the originally approved key personnel, EOHHS will notify the Grantee within ten business days after receiving the resume(s) and completing any interview(s). The Grantee must then propose another replacement for approval. This process will be repeated until EOHHS approves new key personnel.

Section 2.5 Other Programmatic Requirements

As further directed by EOHHS, the Grantee shall ensure its Project satisfies all of the Programmatic Requirements set forth in this Section 2.5.

1. As directed by EOHHS, the Grantee shall participate in site visits, meetings, trainings, data requests, communication initiatives, or program development processes, sponsored or coordinated by EOHHS, or by third parties designated by EOHHS.

2. Where possible, the Project shall work collaboratively with other funding sources and community partners to identify and leverage programmatic, staffing, financial and other resources that support the goals of the Project and promote the sustainability of Project activities.

3. Project services shall be developed and implemented in a culturally competent manner, and reflect an understanding of individual beliefs, culture and values.

4. The Grantee shall ensure the Project implements robust safety and confidentiality practices, including steps to ensure the safety of Project participants, and protection of client confidentiality to the maximum extent allowable by law.

5. The Project shall maintain adequate systems and records to support programmatic and fiscal operations, produce accurate reporting and maintain integrity.

6. The Grantee shall inform EOHHS of any third party requests for information related to the Project, and shall coordinate with EOHHS in providing a response. The Project must obtain prior written authorization from EOHHS for the use of any data pertaining to the program for research or any other purpose not specifically related to the performance of Grant Agreement responsibilities.

7. Any training or training materials developed or delivered pursuant to this Grant Agreement shall adhere to the U.S. Department of Justice’s “Training Guiding Principles for the Grantees and Sub-Grantees”, available at [http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm](http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm).

8. Grantees with a Focus Area of primary prevention strategies, as set forth in Section 2.1.1 shall:

   a. Avoid re-traumatizing or blaming victims, or colluding with abusive or traumatizing behavior/attitudes; and

   b. When applying a youth development approach as described in the Cooperative Agreement, respect all youth and increase understanding of diversity across the full spectrum of human existence, including culture, disability status, sexual orientation, variations in gender identity.
and expression, racial and ethnic identity, immigrant and refugee status, economic/class status, preferred languages(s), an understanding of youth in transition between different systems of care, youth that are experiencing or have experienced trauma in or related to their country of origin and different forms of family and/or community violence.

Section 3. EOHHS RESPONSIBILITIES

EOHHS shall provide oversight and reasonable resources and personnel to support Grant activities.

Section 4. PAYMENT

Section 4.1 Payment

Subject to EOHHS’s satisfaction with the Grantee’s performance, and other terms and conditions of the Grant Agreement, EOHHS shall pay the Grantee in accordance with the following provisions:

1. For Grant Year One, the Grantee’s budget shall be as included in the Grantee’s Response to the Grant Application, as modified (if applicable) and approved by EOHHS.

2. By August 15th of subsequent Grant Years, if any, the Grantee shall submit to EOHHS, and EOHHS shall review and approve, an annual budget for the upcoming Grant Year beginning on October 1st. EOHHS will review, request modifications, and/or approve the Grantee’s budget as EOHHS determines appropriate.

3. The Grantee may make, and EOHHS will review and approve, a request to revise the budget. The Grantee shall make any such budget revision request to EOHHS in writing. EOHHS will review and request modifications as it determines appropriate.

4. EOHHS will pay the Grantee in quarterly installments for the performance of the Grantee’s responsibilities under this Grant Agreement, as determined by EOHHS. Such payments will be consistent with the Grantee’s budget approved by EOHHS in accordance with this Section 4.1.

5. EOHHS shall have the right to recoup or offset underspending or overpayments made for grant performance. In the event underspending or overpayment occurs, EOHHS shall have the right to offset remaining payments during the current grant term, to require the Grantee to make repayment, or to take other steps, in accordance with any policies promulgated by the Office of the Comptroller or other applicable regulations.

6. Reasonable allowable costs under this Grant Agreement include but are not limited to the following:
   a. Staff salaries, tax and fringe, office supplies, furnishings, equipment (i.e. computers, cell phones), staff training and travel, occupancy, purchasing of non-capital equipment; provided however that no funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
   b. Client stipends, incentives or direct supports that are directly related to participation in approved Project activities.
c. Consulting fees or other rate-based services.
d. Indirect rates calculated on any line item, with the exception of subawards.

7. Non-allowable costs under this Grant Agreement include but are not limited to:
   a. Costs incurred to support activities or expenditures that are not included in the Grantee’s approved budget or are incurred prior to receiving EOHHS’ approval.
   b. Overtime pay, unless express prior authorization has been obtained from EOHHS.
   c. Out-of-state travel, unless express prior authorization has been obtained from EOHHS.
   d. Mileage reimbursement in excess of the state-approved rate.
   e. Food purchases
   f. Tax and fringe costs that exceed any federally approved fringe rate applicable to the Project.
   g. Indirect rates that exceed 10 percent or any federally approved indirect cost rate applicable to the Project, whichever is higher.
   h. Indirect rates calculated on subawards.
   i. Cash reserves.
   j. Capital investments and improvements, vehicle purchases, relocation costs, unless express prior authorization has been obtained from EOHHS.
   k. Management, administrative or other costs that are already allocated to other contracts or that are not directly related to the provision of Project services.

Section 4.2 Fiscal Reports

1. On or before April 30 and September 30 of Grant Year One or subsequent Grant Years, the Grantee shall submit to EOHHS fiscal reports.

2. The fiscal reports shall:
   a. Show expenditures made during the reporting period;
   b. Reconcile to trial balances produced by the Grantee’s accounting system;
   c. Explain any adjustments to previously reported data;
   d. Provide estimates of any expenditures made during the reporting period but not yet recorded;
   e. Include offsets for any program revenue received;
   f. Show remaining balances; and
   g. Show matching funds used by the Grantee, if applicable.
Section 5. ADDITIONAL GRANT AGREEMENT REQUIREMENTS

Section 5.1 Grant Agreement Term

The Grant Agreement shall commence upon execution by the parties and end on September 29, 2017, subject to (1) the Grantee’s satisfactory performance, as determined by EOHHS, of all duties and obligations under this Grant Agreement, and (2) any termination provisions set forth in the Grant Agreement. Should EOHHS identify additional funds that may be available past Grant Year One, the Grant Agreement may be extended in increments determined by EOHHS and upon terms agreed to by the parties. EOHHS may also extend the Grant Agreement for any reasonable time period EOHHS determines necessary to complete reporting activities or to complete a subsequent procurement.

Section 5.2 Grant Officers

1. EOHHS authorizes Glenn Daly as Grant Officer, who shall be authorized and empowered to represent EOHHS with respect to all matters relating to this Grant Agreement. Such designation may be changed during the period of this Grant Agreement only by written notice.

2. The Grantee authorizes Said Ahmed as Grant Officer, who shall be authorized and empowered to represent the Grantee with respect to all matters relating to the implementation of this Grant Agreement. Such designation may be changed during the period of this Grant Agreement only by written notice.

Section 5.3 Notification of Administrative Change

The Grantee shall notify EOHHS in writing no later than 30 days prior to any change affecting it, or its performance of its responsibilities under this Grant Agreement, but if a change in business structure is voluntary, the Grantee shall provide a minimum of three months’ notice to EOHHS.

Section 5.4 Assignment

The Grantee shall not assign or transfer any right, interest, or obligation under this Grant Agreement to any successor entity or other entity without the prior written consent of EOHHS.

Section 5.5 Independent Contractor

The Grantee, its employees, and any other of its agents in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

Section 5.6 Confidentiality

1. Statutory Requirements

   The Grantee and its employees and subgrantees must comply with all applicable state and federal regulatory, statutory, and other requirements, including EOHHS rules and regulations, relating to confidentiality, privacy, and security, including those relating to any data received or created in connection with this Grant Agreement, that may be in effect upon execution of, or as may be effective during the course of, this Grant Agreement. EOHHS may require specific written assurance and further agreements regarding the security and privacy of personal information.
2. Permitted Use

The Grantee must use any data, personal data, and any data derived or extracted from the personal data only for purposes directly related to the Grantee's performance under this Grant Agreement.

The Grantee must not disclose or release any data or personal data to any person or entity other than to its authorized agents in the performance of Grant Agreement responsibilities hereunder, if any, or to the subject of the personal data, unless the Grantee seeks and obtains written authorization from EOHHS or the applicable owner of such data before the disclosure or release.

3. Data Security

The Grantee shall assure the protection and physical security of any data, personal data, and any other confidential information in its control from physical damage, unauthorized access, or removal.

Section 5.7 Programmatic Modifications and New Initiatives

1. EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Grant Agreement whenever, in the judgment of EOHHS, the goals of the Project have been modified or altered in a way that necessitates such changes. In the event that the scope of work or portion thereof must be changed, EOHHS shall provide written notice of such action to the Grantee and the parties shall negotiate in good faith to implement any such changes proposed by EOHHS.

2. EOHHS additionally reserves the right, at its sole discretion, to amend the Grant Agreement to implement state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes affecting EOHHS or the Grant Agreement.

3. Notwithstanding the generality of the foregoing, EOHHS reserves the right to amend the Grant Agreement to implement new initiatives or to modify initiatives related to:

   a. New EOHHS programs (including the creation of Accountable Care Organizations), projects or information technology systems;
   b. Expansion of, or changes to, existing EOHHS programs, projects or information technology systems;
   c. Other programs as specified by EOHHS; and
   d. Programs, projects or information technology systems resulting from state or federal legislation, regulations, initiatives, or judicial decisions that may affect in whole or in part EOHHS or the Grant Agreement.

4. The parties shall negotiate in good faith to implement any such initiatives proposed by EOHHS. The Grantee's responsibilities are subject to change due to implementation of such initiatives. EOHHS reserves the right to modify the Grant Agreement due to programmatic modifications. In addition, the Grantee may request an opportunity to enter into negotiations with EOHHS over amendments to the Grant Agreement related to new initiatives or modified initiatives as described in this section. EOHHS may grant such a request in its sole discretion.

5. Any changes to the Grant Agreement under this section shall be subject to appropriate approvals.
Section 5.8 Intellectual Property Rights, Publications Regarding or Derived from this Grant Agreement, Use and Ownership of Data and Software

1. In conformance with the Commonwealth Terms and Conditions, on the date on which the Commonwealth pays Grantee for a deliverable created under this Grant Agreement, all of the Grantee’s right, title, and interest in all intellectual property developed, prepared, designed, or improved by the Grantee under the Grant Agreement solely for purposes of creating the deliverable shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark, and other intellectual property rights created by Grantee in connection with such work (hereinafter the “Commonwealth Property”). Grantee hereby assigns to the Commonwealth, as of the date on which the Commonwealth reimburses Grantee for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof. The Grantee also agrees to execute all documents and take all actions that may be necessary to confirm such rights. The Grantee acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that the Grantee specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

2. In the performance of this Grant, the Grantee may develop material suitable for publication under copyright as reports, manuals, pamphlets, or other forms. As described in more detail above, to the extent such material is deliverable to EOHHS in the performance of this Grant, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Grantee’s performance of this Grant shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS. If the Grantee publishes a work dealing with its performance under this Grant Agreement, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish, or otherwise use and authorize others to use the publication. The Grantee shall not disseminate, reproduce, display, or publish any report, information, data, or other materials or documents produced in whole or in part pursuant to this Grant Agreement without the prior consent of EOHHS, nor shall any such report, information, data, or other materials or documents be the subject of an application for copyright by or on behalf of the Grantee without the prior written consent of EOHHS. All such materials and publications (written, visual, or sound) that the Grantee develops shall contain the following statement: “The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official U.S. Department of Justice position, policy, or decision, unless so designated by other official documentation.”

3. All finished or unfinished studies, analyses, flow charts, magnetic tapes, design documents, program specifications, programs, computer source codings and listings, test data, test results, schedules and planning documents, training materials and user manuals, forms, reports, and any other documentation and software, including modifications thereto, prepared, acquired, designed, improved or developed by the Grantee for delivery to the Commonwealth under this Grant Agreement shall be and remain the property of EOHHS.

4. The Grantee shall use EOHHS -owned or Commonwealth-owned data, materials, and documents, or data, materials, and documents acquired by the Grantee from EOHHS or the Commonwealth.
(including but not limited to personal data), before or after the termination or expiration of this Grant Agreement, only as required for the performance of this contract. The Grantee further agrees to return all EOHHS-owned or Commonwealth-owned data, materials, and documents promptly, but in no event later than seven days upon EOHHS’s request, in whatever form it is maintained by the Grantee.

Section 5.9 No Third-party Enforcement

This Grant Agreement shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Grant Agreement shall be deemed to confer benefits or rights to any other parties.

Section 5.10 Effect of Invalidity of Clauses

If any clause or provision of this Grant Agreement is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Grant Agreement.

Section 5.11 Authorizations

This Grant Agreement is subject to all necessary state and federal approvals.

Section 5.12 Prohibited Activities and Conflict of Interest

The Grantee certifies and agrees that it, its employees, affiliates, subgrantees, consultants, and those who have a contract with the Grantee shall:

1. Not have any interest that conflicts with the performance of services under the Grant Agreement for the duration of the Grant Agreement, as determined by EOHHS. The Grantee shall inform EOHHS of any potential conflict of interest, in any degree, arising during the term of this Grant Agreement; and

2. Not have been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

Section 5.13 Compliance with Laws

1. The Grantee shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Grant Agreement. EOHHS may unilaterally amend this Grant Agreement in order to ensure compliance with such laws and regulations.

2. The Grantee shall promptly execute and comply with any amendment to this Grant Agreement that EOHHS determines is necessary to ensure compliance with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority.

Section 5.14 Amendments

The parties may amend this Grant Agreement where such amendment does not violate state or federal statutory, regulatory, or waiver provisions, provided such amendment is in writing, signed by both
parties, and attached hereto. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

Section 5.15 Counterparts

This Grant Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 5.16 Section Headings

The headings of the sections of this Grant Agreement are for convenience only and shall not affect the construction hereof.

Section 5.17 Waiver

EOHHS’s exercise or non-exercise of any authority under this Grant Agreement including, but not limited to, review and approval of materials submitted in relation to the Grant Agreement, shall not relieve the Grantee of any obligations set forth herein, nor be construed as a waiver of any of the Grantee’s obligations or as acceptance by EOHHS of any unsatisfactory practices or breaches by the Grantee.

Section 5.18 Record Keeping, Quality Review, Audit, and Inspection of Records

1. The Grantee shall maintain all books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Grant Agreement, as determined by EOHHS, to the extent and in such detail as shall properly substantiate claims for payment under the Grant Agreement and in accordance with the requirements in Section 7 of the Commonwealth Terms and Conditions. Specifically, the Grantee shall:
   a. Maintain all pertinent records in a cost-effective and easily retrievable format;
   b. Take all reasonable and necessary steps to protect the physical security of personal data or other data and materials used by the Grantee. The protection of physical security shall mean prevention of unauthorized access, dissemination, misuse, reproduction, removal or damage to data or materials used by or in the possession of the Grantee; and
   c. Immediately notify EOHHS both orally and in writing if the Grantee has any reason to believe that any data applicable to the Grant Agreement have been improperly accessed, disseminated, misused, copied, or removed.

2. EOHHS, the Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, or any of their duly authorized representatives or designees, or any other state or federal oversight agency shall have the right at reasonable times and upon reasonable notice to:
   a. Examine and copy books, records, and other compilations of data pertaining the performance of this Grant;
   b. Evaluate through inspection or other means the quality, appropriateness, and timeliness of the Grantee’s performance under the Grant Agreement; and
   c. Inspect and audit the financial records of the Grantee and its subgrantees related to the performance of this Grant.
Section 5.19 Requirements for Subgrantees

In addition to the provisions of Section 9 of the Commonwealth Terms and Conditions for Human and Social Services, the following provisions shall apply to all subawards:

1. The Grantee shall hire subgrantees in performing the requirements of this Grant Agreement subject to EOHHS’ approval.

2. The Grantee shall maintain in writing all subawards relating to this Grant Agreement.

3. All subgrantees and subawards are subject to EOHHS’ approval, which may include reviewing any subaward documents or contracts or processes, meeting with the perspective subgrantee, or requiring resumes of the subgrantee’s key personnel.

4. All such subawards must contain all relevant provisions of this Grant Agreement and the Commonwealth Terms and Conditions appropriate to the service or activity and all terms of such subawards must be consistent with all terms and conditions of this Grant Agreement.

5. The Grantee must oblige in writing all such subgrantees to comply with all data privacy and data security provisions, including any obligations that the Grantee undertakes under any confidentiality agreements pertaining to personal data or protected health information as may be required under state or federal law.

6. The Grantee is fully responsible for any subgrantee’s performance and for meeting all terms and requirements of this Grant Agreement. The Grantee shall not be relieved of any legal obligation under this Grant Agreement, regardless of whether the Grantee enters into subaward agreements for performance of any Grant responsibility.

Section 5.20 Entire Agreement

This Grant Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof including all Attachments and Appendices hereto, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein. The terms of this Grant Agreement shall prevail notwithstanding any variances with the terms and conditions of any written or verbal communication subsequently occurring, except as otherwise provided herein.

Section 5.21 Responsibility of the Grantee

The Grantee is responsible for the professional quality, technical accuracy, and timely completion and delivery of all services furnished by the Grantee under this Grant Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

Section 5.22 Administrative Procedures Not Covered

Administrative procedures not provided for in this Grant Agreement shall be set forth where necessary in separate memoranda from time to time.
Section 5.23 Remedies for Poor Performance

EOHHS may seek remedies for poor performance on the part of the Grantee under this Grant Agreement. If the Grantee fails to perform in a manner that is satisfactory to EOHHS, EOHHS may take one or more of the following actions:

1. Require the Grantee to develop and submit a corrective action plan for EOHHS’ review and approval. EOHHS will approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency. EOHHS may also initiate a corrective action plan for the Grantee to implement. The Grantee shall promptly and diligently implement the corrective action plan as approved by EOHHS. Failure to implement the corrective action plan may subject the Grantee to termination of the Grant Agreement by EOHHS;

2. Suspend or recover payments from the Grantee; or

3. Terminate the Grant Agreement with or without cause as EOHHS determines appropriate.

Section 5.24 Termination

EOHHS may terminate this Grant Agreement immediately and without prior written notice upon any of the following events:

1. If EOHHS determine, in their sole discretion, that the Grantee has materially breached any of its obligations under this Grant Agreement or fails to complete obligations under this Grant Agreement to EOHHS’ satisfaction. Prior to terminating this Grant Agreement as permitted above, EOHHS in its sole discretion may provide an opportunity for the Grantee to cure or end the breach. If such an opportunity is provided, but cure is not feasible, or the Grantee fails to cure the breach or end the violation within a time period set by EOHHS, EOHHS may terminate the Grant Agreement immediately upon written notice; or

2. Cessation in whole or in part of federal funding for the project or changes in applicable state or federal law or policy considerations that makes termination of the Grant Agreement necessary or advisable.

Section 5.25 Fraud

1. The Grantee shall notify EOHHS in writing within ten (10) calendar days if it or, where applicable, any of its subgrantees receive or identify any information that gives them reason to suspect that an EOHHS client or Commonwealth Grantee has engaged in fraud as defined under 42 CFR 455.2 or other applicable law. In the event of suspected fraud, no further contact shall be initiated with such client or Grantee on that specific matter without EOHHS’ approval.

2. The Grantee and, where applicable, its subgrantees shall cooperate, as reasonably requested in writing, with the Office of the Attorney General’s Medicaid Fraud Division (MFD), the Office of the State Auditor’s Bureau of Special Investigations (BSI), or other applicable enforcement agency. Such cooperation shall include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding fraud and abuse, maintaining the confidentiality of any
such investigations, and making knowledgeable staff available at no charge to support any investigation, court, or administrative proceeding.

Section 5.26 Restrictions of Use of the Commonwealth Seal

Grantees are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a Grant Agreement because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Section 5.27 Order of Precedence

The Cooperative Agreement, Grant Application and Grantee’s Response to the Grant Application specified below are incorporated by reference into this Grant Agreement. Any ambiguity or inconsistency between these documents shall be resolved by applying the following order of precedence:

1. The Cooperative Agreement;
2. This Grant Agreement, including any amendments hereto;
3. The Grant Application for the PEACE Project issued by EOHHS on August 8, 2016; and
4. The Grantee’s Response to the Grant Application.

Section 5.28 Notices

Notices to the parties as to any matter hereunder shall be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:
Glenn Daly
Executive Office of Health and Human Services
One Ashburton Place, 5th Floor
Boston, MA 02108

With Copies to:
General Counsel
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

To the Grantee:
Said Ahmed, Executive Director
United Somali Youth
100 Malcolm X Boulevard
Boston, MA 02120

United Somali Youth PEACE Grant Agreement