



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

06/02/2022

CITY OF NEWTON
1000 COMMONWEALTH AVE
NEWTON, MA 024591400

Attn: Ian Worstell

R/E: Contract #: INTF2903P01W20144231

This letter is to inform you that the Massachusetts Department of Public Health, Bureau of Community Health and Prevention is amending your contract as indicated below:

Amendment Reason: Renewal

The contract total maximum obligation is \$50,000.00.

The contract will be in effect through 06/30/2023. The effective start date of the contract amendment shall be the anticipated start date specified in the Standard Contract Form or a later date the Standard Contract Form has been executed by an authorized signatory of the Department of Public Health.

Listed below is the contract budgeted funding amounts:

Previous Years	06/12/2020	06/30/2021	\$25,000.00
Current Year	07/01/2021	06/30/2022	\$12,500.00
Future Years	07/01/2022	06/30/2023	\$12,500.00

If you have questions about your award please contact your program manager **Patricia Henley** at patricia.henley@mass.gov.

Enclosed please find a Standard Contract package for you to review, sign and return via email scan. Please take note of the following:

- **STANDARD CONTRACT FORM**

This form must be signed with an **authorized signature**, dated and returned via email scan. Do not use correction fluid anywhere on the forms.

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

- **CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL)**

A Contractor Authorized Signatory Listing (CASL) form must be signed with an **authorized signature**, dated and returned via email scan for each new contract or amendment contract package.

If you have any questions about your **contract package**, please contact **Liliana Colon** at **liliana.colon1@mass.gov**.

Please sign with an **authorized signature** and return the contract package via email scan to **Liliana Colon** at **liliana.colon1@mass.gov**, no later than close of business **06/13/2022**.

Sincerely,
Ruth Blodgett
Bureau Director
Bureau of Community Health and Prevention

Acceptable forms of Authorized signatures:

1. Traditional hand drawn "wet signature" (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory's hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms** of electronic signature.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: CITY OF NEWTON		COMMONWEALTH DEPARTMENT NAME: Department of Public Health	
Legal Address: (W-9, W-4): 1000 COMMONWEALTH AVE NEWTON, MA 024591400		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Ian Worstell	Phone: 617-796-1427	Billing Address (if different):	
E-Mail: iworstell@newtonma.org	Fax:	Contract Manager: Liliana Colon	Phone: 617-624-5289
Contractor Vendor Code: VC6000192120		E-Mail: liliana.colon1@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		Fax: 617-624-5017	
MMARS Doc ID(s): INTF2903P01W20144231		FR/Procurement or Other ID Number: W20144	
☐ 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 all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☒ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to <u>06/30, 20 22</u> . Amendment: Enter Amendment Amount: \$ <u>12,500.00</u> . (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) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ 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 <u>new</u> Total if Contract is being amended). \$ <u>50,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal with Maximum Obligation Change			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☒ 2. may be incurred as of <u>07/01, 20 22</u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of <u> </u> , <u>20 </u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 23</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated 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: <u>Kathanne Fuller</u> Date: <u>6/24/2022</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kathanne Fuller</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF NEWTON
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192120

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ruthanne Fuller	Mayor of Newton

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

Ruthanne Fuller
Signature

Date: 6/24/2022

Title: Mayor

Telephone: 617-796-1100

Fax: 617-796-1086

Email: rfuller@newtonma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Scope of Services

Contract ID #: INTF2903P01W20144231

Contract Amendment - Increase

FY23 Renewal/Maximum Obligation Increase

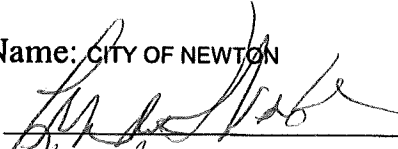
BOH Programs will be responsible for promoting health equity, addressing health inequities, use a health and racial equity lens while implementing the Scope of Service. Strategies will be consistent with best practices around tobacco prevention and control and will focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, reduce exposure to secondhand smoke, and eliminate health inequities.

Contract Conditions

Contract ID#: INTF2903P01W20144231

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: CITY OF NEWTON

Signature: 

Date: 6/23/22

BCHAP CONDITIONS PAGE

Vendor/Program : City of Newton

Contract ID# : INTF2903P01W20144231

A- STANDARD CONDITIONS

1) FISCAL

- Vendor agrees to submit invoices on a regular basis: Monthly____ Quarterly: X Other: _____
- Number of budgets to be negotiated/submitted : 1
- Account expenditures timelines (as negotiated with program, funder): List accounts, timelines, etc.

2) PROGRAMMATIC

WORK PLAN REQUIREMENTS

- Vendor agrees to submit a work plan to support the scope of service by 08/01/2022
Work plan will include Objectives, tasks, timelines, responsible party, resources, etc.
- Annual contract performance review will be conducted (review goals, scope, compliance etc.,)

MONITORING (Site visits; Audits)

- Vendor agrees to make relevant staff and document available for manager to perform required monitoring functions, including site visits and audits

3) ADMINISTRATIVE

REPORTING

Vendor agrees to submit reports on a regular basis:

- Monthly Quarterly X Other _____

REPORTING

Vendor agrees to submit the following attachments/materials as part of the reporting basis:

- Quarterly Expense Report
- POST retailer inspection data
- Pricing Survey data

B- PROGRAM SPECIFIC CONDITIONS (As developed by Program, grant requirement; example may include): See attached 23 scope of service document

- Specific grant requirements
- Meetings, training, networking requirements

Provider Name/Title : _____

Signature: _____

Date: 6/23/22

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

FY	2023
Contract ID	INTF2903P01W20144231

SUBCONTRACTOR IDENTIFICATION LIST FOR NON-DIRECT CARE SERVICES

Deliverables which are a primary and integral part of the total program but which are furnished to the program, under contract, by another provider.

Vendor Name:

DPH Program Name:

Submitted by: _____
Provider/Vendor Authorized Signature

Date: _____ Phone: _____

Print Name

Approved by: _____
DPH Program Manager

Date: _____ Phone: _____

Print Name

INSTRUCTIONS:

Vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors are added or deleted. (Including line item adjustments). This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

- Vendors are to complete this form each fiscal year when subcontracted \$ are budgeted.
- Vendors are to complete this form with any amendments.
- Identify the Subcontractor and Federal ID number along with \$ amounts and description of service provided in less than 200 words (Individuals are not recorded on this form)
- \$ identified as TBD will require status updates which POS will request quarterly

Subcontractor Name	FEIN	Subcontract Amount	Deliverable	TBD
		\$		☐
		\$		☐
		\$		☐
		\$		☐
		\$		☐

Subcontractors must agree to the Terms and Conditions set forth in the supportive procurement, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Vendors may use a standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

Updated: 9/25/2020