

**ATTACHMENT B**

**GRANT AGREEMENT**

**between**

**THE COMMONWEALTH OF MASSACHUSETTS**

**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

**and**

**[ELIGIBLE ORGANIZATION]**

**for the**

**BEHAVIORAL HEALTH URGENT CARE EXPANSION GRANT PROGRAM**

This Grant Agreement (the “Agreement”) is by and between the Commonwealth of Massachusetts, Executive Office of Health and Human Services (“EOHHS”) and [Eligible Organization] (the “Recipient”).

**WHEREAS**, EOHHS oversees 12 state agencies and two Soldier’s Homes and is the single state agency responsible for the administration of the Medicaid program and the State Children’s Health Insurance Program within Massachusetts (collectively, MassHealth) and other health and human services programs designed to pay for medical services for eligible individuals pursuant to M.G.L. c. 118E, Title XIX of the Social Security Act (42 U.S.C. sec. 1396 et seq.), Title XXI of the Social Security Act (42 U.S.C. sec. 1397aa et seq.), and other applicable laws and waivers;

**WHEREAS**, EOHHS is implementing a grant program to implement programs that (1) support workforce recruitment, retention, or training at their organizations, in accordance with the legislative requirement in Line Item 1599-2027 of Section 2A of Chapter 102 of the Acts of 2021 and (2) that promote stability in the behavioral health workforce, consistent with the Behavioral Health Urgent Care Grant Expansion Program.

**WHEREAS**, EOHHS issued a Request for Applications for the Behavioral Health Urgent Care Expansion Grant Program (the Grant Solicitation) on [DATE], to solicit responses, to include proposals for qualifying programs to be funded through such grant program, from potential Applicants;

**WHEREAS**, Recipient is an eligible Applicant that submitted a response to the Grant Solicitation, and EOHHS has reviewed the Recipient’s response in accordance with the various factors and requirements set forth in the Grant Solicitation; and

**WHEREAS**, based on its review of the Applicant’s response, EOHHS has determined to issue a Grant Award for the Recipient’s proposed Program described in its response in the amount indicated in the attached Grant Award Notice, and Recipient appears capable and is willing to perform its duties as set forth herein subject to the terms and conditions herein and those contained in the Response and the Grant Award Notice;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, EOHHS and the Recipient agree as follows:

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## SECTION 1. DEFINITIONS

The following terms appearing capitalized throughout this throughout this Grant Agreement and appendices have the following meanings unless the context clearly indicates otherwise.

**Applicant:** An entity or individual that submitted an application in response to this Grant Solicitation.

**Behavioral Health Urgent Care (BHUC):** A program to improve access to behavioral health care. Any CMHC can attest to providing enhanced availability of services, as described in Managed Care Entity Bulletin 76, if they meet the requirements as set forth in 130 CMR 429.000.

**Community Mental Health Center (CMHC):** An entity that delivers a comprehensive group of diagnostic and psychotherapeutic treatment services to individuals seeking treatment for mental health disorders, which may include co-occurring substance use disorder, and their families by an interdisciplinary team under the medical direction of a psychiatrist and participates in MassHealth as a Mental Health Center.

**Deliverable:** Any work product that the Recipient delivers for the purposes of fulfilling its obligations to EOHHS under the terms of the Grant Agreement, including work product that Recipient must submit to EOHHS for EOHHS's review or approval in accordance with the procedures set forth herein.

**Diversity:** Variety in people's lived experiences, perspectives, identities, languages, cultures, and values.

**Eligible Expenses:** Expenses proposed by the Applicant to be expended in furtherance of one or more of the objectives listed in **Section 1** of the Grant Solicitation, and which are not determined unreasonable or impermissible by EOHHS. Eligible Expenses may include, without limitation, those identified in **Section 5** of the Grant Solicitation.

**Eligible Organization:** Any Massachusetts-based CMHC, enrolled as a MassHealth provider, that is not designated as a BHUC provider at the time of Application.

**Executive Office of Health and Human Services (EOHHS):** The Massachusetts agency responsible for the administration of the MassHealth program, pursuant to M.G.L. c. 118E and Title XIX and XXI of the Social Security Act and other applicable laws and waivers.

**Grant Agreement:** The agreement to be executed between EOHHS and each Recipient.

**Grant Award Notice:** The notice provided to the Recipient listing the Program activities within the Recipient's proposal that were approved for funding, providing the total grant funding awarded to the Recipient, and detailing other conditions, as applicable.

**Grant Program:** Behavioral Health Urgent Care Expansion Grant Program as described in the Grant Solicitation.

**Grant Solicitation:** This Behavioral Health Urgent Care Expansion Grant Solicitation and its accompanying attachments.

**Program Budget:** The budget for implementing the Program proposed by the Recipient in response to the Grant Solicitation, as approved by EOHHS in the Grant Award Notice. The Program Budget consists of the Budget Request Narrative included in **Appendix A** to this Grant Agreement, as modified and approved by EOHHS to reflect the total funding amount awarded to the Recipient as set forth in the Grant Award Notice. For the purposes of this Grant Agreement, the Program Budget does not include any portion of the Recipient's response regarding activities that were not approved for funding through the Grant Award Notice.

**Program Plan:** The plan for implementing the Program proposed by Recipient in response to the Grant Solicitation, as approved by EOHHS in accordance with the Grant Award Notice. The Program Plan consists of the Recipient's response to the Grant Solicitation attached as **Appendix A** to this Grant Agreement, other than the Budget Request Narrative therein. For the avoidance of doubt, the Program Plan does not include any portion of the Recipient's response regarding Programs that were not approved for funding through the Grant Award Notice.

**Recipient:** Any Applicant that submitted an application in response to this Grant Solicitation, is selected for a grant award under this Grant Solicitation, enters into a Grant Agreement with EOHHS, and receives funding as a result of this Grant Solicitation.

**State Fiscal Year:** The twelve-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2023 ends June 30, 2023).

## SECTION 2. RECIPIENT RESPONSIBILITIES

Recipients shall use funds awarded through this Grant Agreement to help a CMHC provider become a BHUC provider, in accordance with the requirements set forth herein and as described in the Grant Solicitation, and grant application.

### 2.1 General Program Requirements

The Recipient:

- A. Certifies and attests that its Response was complete, true, and accurate at the time of submission, and remains complete, true, and accurate at the time of execution.
- B. Shall promptly notify EOHHS if any circumstances arise which would affect the accuracy of its Response, or its ability to complete the tasks and Deliverables in accordance with the grant application or its Response, as incorporated here as Attachment A at any point during the duration of the Grant Agreement.
- C. Certifies and attests that it has met all conditions required for grant award disbursement or Grant Agreement execution described in the Grant Solicitation and Grant Agreement.
- D. Shall complete all tasks and produce all Deliverables described in the Program Plan, within the timeframes described therein and within the budget parameters described in the Program Budget. The Program Plan and Program Budget may not be amended without written agreement by the parties.
- E. Shall spend all funds by March 31, 2025, unless otherwise directed by EOHHS. EOHHS may extend the date by which funds may be expended, in its discretion, by providing notice to the Recipient and without requiring an amendment to the Grant Agreement.
- F. Shall not use Grant Program funds for activities that were not listed as approved for funding in Recipient's Program Plan and Program Budget or for otherwise ineligible expenses, as determined by EOHHS.
- G. Shall not use Grant Program funds for:
  1. Ongoing operating costs.
  2. Overtime associated with extending hours.
  3. Ongoing staff salaries.
  4. Temporary salary increases.
  5. Loan repayment.
  6. Transportation.
- H. Shall maintain all records and documents relating to this Grant Agreement for a minimum of 6 years after the completion of the Grant Agreement term.
- I. Shall, at all times, abide by and be subject to the provisions of Grant Agreement, including but not limited to, the Commonwealth Terms and Conditions, the Massachusetts Standard Contract Form, the Grant Solicitation, and the Program Plan and Program Budget, attached hereto as **Appendix A**.
- J. Shall register and maintain an active account with [www.SAM.gov](http://www.SAM.gov) in order to receive federal funds. The Recipient shall also register and maintain an active account with the Massachusetts Management Accounting & Reporting System (MMARS) to receive Grant Program funds.

### 2.2 Administrative Responsibilities

The Recipient shall:

- A. Within one week of execution of this Grant Agreement, designate a program leader to oversee this Grant Agreement and provide the name, title, email, and phone number of this program leader to EOHHS. This program leader shall be responsible for reporting to EOHHS and responding to EOHHS's requests. The Recipient shall not change the program leader without two weeks' prior written notice to EOHHS or, in the event of an emergency, within two business days after such change.
- B. Actively participate in scheduled meetings and conference calls with EOHHS, at EOHHS' request, to review the Recipient's progress, provide updates, share lessons learned, and make any necessary adjustments to the Recipient's process, sequencing of activities, or approach based on feedback provided by EOHHS.
- C. Participate in activities EOHHS deems necessary to monitor the Program Plan implementation and status during the term of the Grant Agreement term, and to support the Grant Program objectives.

### 2.3 Reporting Requirements

Recipients that become designated Behavioral Health Urgent Care Providers (BHUC) will be required to submit a quarterly report to MassHealth in accordance with [Managed Care Entity Bulletin 76, or subsequent guidance](#). As of the date of execution, the reporting requirements include:

- A. Percentage of total quarterly visits provided during extended appointment hours;
- B. Percentage of total quarterly initial evaluations completed within one day of clinic operation following the first contact;
- C. Percentage of total quarterly initial evaluations completed during extended appointment hours;
- D. Percentage of total quarterly urgent visits for existing clients completed within one day of clinic operation;
- E. Percentage of total quarterly urgent visits completed within one day of clinic operation occurring during extended appointment hours;
- F. Percentage of total quarterly urgent psychopharmacology appointments that occur within 72 hours of initial diagnostic evaluation;
- G. Percentage of total quarterly Medication for Addiction Treatment appointments that occur within 72 hours of initial diagnostic evaluation;
- H. Percentage of total quarterly routine or follow-up visits completed within 14 calendar days of initial contact; and
- I. Percentage of total quarterly routine or follow-up visits completed within 14 calendar days of initial contact that occur during extended appointment hours.

EOHHS may change the BHUC reporting requirements without amendment to this Grant Agreement. The Recipient, upon becoming a BHUC, shall comply with the then-current BHUC reporting requirements.

## **SECTION 3. EOHHS RESPONSIBILITIES**

### **3.1 Grant Agreement Management**

EOHHS shall:

- A. Provide Recipient with reasonable access to the materials, information, and EOHHS personnel needed to support the completion of all Deliverables and tasks for the Program, as determined by EOHHS.
- B. Timely review and, as appropriate and necessary, provide approval for all Deliverables, reports, and inquiries submitted by Recipient to EOHHS.
- C. Schedule and participate in ad-hoc meetings or phone calls with the Recipient, as necessary to resolve issues related to the Grant Program or the Program implementation.
- D. Notify the Recipient promptly and in writing of any concerns related to the Program implementation.

### **3.2 Payment**

EOHHS shall pay the Recipient in accordance with the payment terms in **Section 4**.

## **SECTION 4. PAYMENT**

### **4.1 Payment**

Subject to Recipient's execution of this Grant Agreement, all required conditions described in the Recipient's Program Plan and Program Budget, and other terms and conditions of the Grant Agreement, EOHHS shall pay the Recipient a single lump sum amount totaling the amount in the Grant Award Notice, as reflected in the Recipients Program Budget, which shall constitute the full Grant Program funds awarded to the Recipient.

### **4.2 Supporting Documentation**

The Recipient shall maintain supporting documentation applicable to the Grant Agreement of all expenses and how they relate to Program (e.g., receipts, invoices, subcontracts, etc.) and shall provide such documentation to EOHHS upon request. Without limitation, inadequate or incomplete documentation of expenses, or failure to provide documentation within a reasonable time upon request, may result in a determination that funds were not used as approved or allowable.

### **4.3 Return or Recoupment of Funds**

EOHHS reserves the right to require repayment of grant funds if: (1) the Recipient does not complete the approved scope of work set forth in the Program Plan or in accordance with the Program Budget; (2) the Recipient fails to follow Program guidelines, including failure to comply with BHUC reporting requirements and expending funds for purposes other than completion of the Program; or (3) the Recipient completes the scope of work for less than the obligated amount, in which event the unspent funds must be returned. If EOHHS determines that funds are not used as approved or as allowable under this Grant Agreement, the Recipient shall return such funds to EOHHS. In its discretion, EOHHS may opt to recoup such funds from the Recipient by offsetting any other payments that EOHHS would otherwise pay to the Recipient, including but not limited to any payments due to the Recipient under the MassHealth program.

## **SECTION 5. ADDITIONAL TERMS AND CONDITIONS**

### **5.1 Grant Agreement Term**

The Grant Agreement term (the “Term”) begins upon execution (the “Effective Date”) and shall terminate on March 31, 2025 (“Termination Date”) and may be extended at the sole discretion of EOHHS for up to four years after initial Termination Date, in increments to be determined by EOHHS. Notwithstanding the foregoing, any obligations related to record retention, confidentiality, privacy, or data security shall survive the termination of this Grant Agreement.

### **5.2 Assignment**

The Recipient 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.

### **5.3 Independent Contractors**

The Recipient, its employees, subcontractors, 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 the Commonwealth of Massachusetts.

### **5.4 Publications Regarding or Derived from this Grant Agreement**

In the performance of this Grant Agreement, the Recipient may develop material suitable for publication under copyright as reports, manuals, pamphlets, or other forms. To the extent such material is deliverable to EOHHS in the performance of this Grant Agreement, 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 Recipient’s performance of this Grant Agreement shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS.

If the Recipient 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 Recipient 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 written 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 Recipient without the prior written consent of EOHHS.

When presenting the Program or the results of the Program in any public forum, the Recipient shall acknowledge in presentation materials that EOHHS awarded Program funding.

### **5.5 Prohibited Activities and Conflict of Interest**

The Recipient represents that no person who is an owner, employee, consultant, or subcontractor of the Recipient, has 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.

During the term of this Grant Agreement, the Recipient shall 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. If the Recipient becomes aware of any interest that conflicts with the performance of services under the Grant Agreement, the Recipient shall promptly notify EOHHS of such interest and shall propose measures that will eliminate or mitigate the conflict for EOHHS’ consideration. If EOHHS, in its discretion, does not agree that the conflict can be eliminated

or mitigated, EOHHS may terminate this Grant Agreement and require return or may recoup grant funding, as set forth in **Section 4.3**.

#### **5.6 Insurance for Recipient's Employees**

The Recipient shall agree to maintain at the Recipient's expense all insurance required by state or federal law for its employees, as applicable, including worker's compensation and unemployment compensation. The Recipient shall provide EOHHS with evidence of proper workers' compensation insurance and general liability insurance upon request.

#### **5.7 Waiver**

The acceptance of, or payment for, services rendered by the Recipient shall not be construed to waive any requirements of this Grant Agreement, or any of EOHHS's remedies for failure to fulfill such requirements.

#### **5.8 Indemnification**

Unless otherwise exempted by law, the Recipient shall indemnify and hold harmless the Commonwealth, including EOHHS, its agents, officers and employees against any claims, liabilities and costs for any personal injury or property damages, patents, copyright infringement or other damages that the Commonwealth may sustain which arise out of or in connection with the Recipient's performance under this Grant Agreement, including but not limited to the negligence, reckless or intentional conduct of the Recipient, its agents, officers, employees or subcontractors. The Recipient shall at no time be considered an agent or representative of EOHHS or the Commonwealth. After prompt notification of a claim by the Commonwealth, the Recipient shall have an opportunity to participate in the defense of such claim and any negotiated settlement or judgment. The Commonwealth shall not be liable for any costs incurred by the Recipient arising under this paragraph. Any indemnification of the Recipient shall be subject to appropriation and applicable law. This is a restatement of **Section 11** of the Commonwealth Terms and Conditions.

#### **5.9 Compliance with Laws**

The Recipient 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.

#### **5.10 Counterparts**

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

#### **5.11 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.

#### **5.12 Section Headings**

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

### **5.13 Administrative Procedures Not Covered**

Administrative procedures not provided for in this Grant Agreement will be set forth where necessary in separate memoranda from time to time.

### **5.14 Effect of Invalidity 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.

### **5.15 Corrective Action Plan**

If, at any time, EOHHS reasonably determines that the Recipient is deficient in the performance of its obligations under the Grant Agreement, EOHHS may require the Recipient to develop and submit a corrective action plan that is designed to correct such deficiency. EOHHS shall 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. The Recipient shall promptly and diligently implement the corrective action plan as approved by EOHHS.

EOHHS may also initiate a corrective action plan for the Recipient to implement. The Recipient shall promptly and diligently implement any EOHHS-initiated corrective action plan. Failure to implement the corrective action plan may subject the Recipient to termination of the Grant Agreement by EOHHS and/or recoupment of funds as described in **Sections 5.20 and 4.3**, respectively.

### **5.16 EOHHS' Option to Modify Scope of Work**

If additional funds become available during the Grant Agreement term, EOHHS reserves the right to increase the maximum obligation of the Grant Agreement, subject to available funding, satisfactory Grant Agreement performance, and service or commodity need.

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 objectives of the Program have been modified or altered in a way that necessitates such changes. In particular, EOHHS reserves the right to modify Grant Agreement requirements to conform more closely to the specifications of any funding for which the Legislature appropriates funds, and to address the availability of federal financial participation for expenditures under this Grant Agreement. EOHHS will provide written notice of such action to the Recipient, and the parties will negotiate the effect of such changes in scope on the schedule and payment terms.

### **5.17 Authorizations**

This Grant Agreement is subject to all necessary federal and state approvals, including but not limited to the Centers for Medicare and Medicaid Services (CMS), the Executive Office of Administration and Finance, the Massachusetts Office of the Comptroller and, where applicable, the State Legislature and the Massachusetts Office of the Attorney General.

### **5.18 Amendments**

No amendment to this Grant Agreement shall be effective unless it is signed by authorized representatives of the Recipient and EOHHS. All amendments are subject to appropriation, availability of funding, applicable law and regulations, and mutual agreement. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

### **5.19 Notification of Administrative Change**

The Recipient shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization, or its performance of its responsibilities under this Grant Agreement, but if a change in business structure is voluntary, the Recipient shall provide a minimum of three months' notice to EOHHS. (See also **Assignment**, as described in **Section 5.2.**)

### **5.20 Termination**

#### **A. Termination Without Prior Notice**

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

1. If EOHHS determines, in its sole discretion, that the Recipient has materially breached any of its obligations under this Grant Agreement or fails to complete obligations under this Grant Agreement to EOHHS's satisfaction;
  2. Cessation in whole or in part of state or federal funding for the Grant Agreement; and
  3. The Recipient fails to accept payment terms offered by EOHHS.
- B. Prior to terminating this Grant Agreement as permitted above, EOHHS in its sole discretion, may provide an opportunity for the Recipient to cure or end the breach, including through a corrective action plan described in **Section 5.15**. If such an opportunity is provided, but cure is not feasible, or the Recipient 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.

### **5.21 Record Keeping, Audit and Inspection of Records**

- A. The Recipient shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Grant Agreement to the extent and in such detail as shall properly substantiate payment and use of funds under the Grant Agreement. All such records shall be kept for a period of six (6) years.
- B. EOHHS, the Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, and any other federal or state agency, office, department, or entity with appropriate legal authorization, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice to examine and copy books, records, and other compilations of data of the Recipient which pertain to the performance of this Grant Agreement and to evaluate through inspection or other means the quality, appropriateness and timeliness of the Recipient's performance under the Grant Agreement.
- C. EOHHS, the Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, and any other federal or state agency, office, department, or entity with appropriate legal authorization, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice to inspect and audit the financial records of the Recipient and its subcontractors related to the performance of this Grant Agreement.

### **5.22 Use and Disclosure of Data**

The Recipient and its employees and subcontractors shall comply with all state and federal laws, rules, regulations, and other requirements relating to data confidentiality, privacy, and security.

### **5.23 Equal Employment Opportunity**

Recipient shall comply with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60.

### **5.24 Restrictions on the Use of the Commonwealth Seal**

Recipients are not allowed to display the Commonwealth of Massachusetts Seal in their proposals 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.

### **5.25 Grant Program Officer**

The Recipient designates [NAME], as Grant Program Officer, who shall be authorized and empowered to represent the Recipient 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.

### **5.26 Order of Precedence/Entire Agreement**

The Grant Agreement between EOHHS and the Recipient consists of the following documents, listed in order of precedence:

- A. The Massachusetts Standard Contract Form;
- B. The Commonwealth Terms and Conditions;
- C. The Grant Agreement between EOHHS and the selected Recipient, incorporating all provisions, terms, and conditions of the Program Plan, and the Program Budget;
- D. EOHHS's Request for Applications for the Behavioral Health Urgent Care Expansion Grant Program, as it may be amended; and
- E. The Recipient's Response to the Grant Solicitation, exclusive of any terms that are inconsistent with, or purport to modify or supersede, the Massachusetts Standard Contract Form, the Commonwealth Terms and Conditions, or the mandatory terms of the Grant Solicitation.

The documents listed above, including attachments and exhibits, constitute the entire agreement of the parties with respect to the subject matter of the Grant Solicitation, and supersede all prior written or verbal negotiations and statements. This document shall not be modified by any subsequent written or verbal communications other than in accordance with **Section 5.18**.

### **5.27 Notices**

Notices to the parties as to any matter hereunder will 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), or sent via email and addressed as follows:

**To EOHHS:**

EOHHS, Office of Medicaid  
One Ashburton Place, 11<sup>th</sup> floor  
Boston, MA 02108  
EOHHSGrantsInbox@mass.gov

**To the Recipient:**

[ORGANIZATION NAME]

[ORGANIZATION ADDRESS]

**With a copy to:**

EOHHS General Counsel  
1 Ashburton Place, 11<sup>th</sup> floor  
Boston, MA 02108

**Appendix A: Recipient's Response, inclusive of Approved Program Plan and Program Budget**