

REGULATED RATE CONTRACTS (FORMS AND INSTRUCTIONS)

Clarification of the Service Contract Form

Revised Version Issued March 21, 2014

(Includes the Cover Page and following 5 pages.)

NOTE: ONLY THE COVER PAGE IS REQUIRED TO BE SUBMITTED WITH THE CONTRACT PACKAGE;
HOWEVER, THE PROVIDER IS RESPONSIBLE FOR COMPLYING WITH ALL THE REQUIREMENTS CITED IN
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I. SPECIAL CLARIFICATIONS ON THE CURRENT APPROVED VERSION OF THE STANDARD CONTRACT FORM

A. STANDARD CONTRACT FORM AS “MASTER AGREEMENT”

The Standard Contract Form is the legal document that binds the Department of Developmental Disabilities and a provider agency into an agreement whereby the provider delivers a stated service(s) to specified individuals for a negotiated reimbursement amount. Traditionally, every contract between a provider and DDS required the submission of the SCF, regardless of whether the contract was a maximum obligation unit rate contract, a rate contract (i.e. unit rate without a stated maximum obligation), or cost reimbursement contract. However, over the last few years a new use of the SCF has emerged. For contracts awarded under RFR's listed below ** (and any new RFR's for contracts with regulated unit rates covered by Ch.257) the SCF will be submitted as part of the provider's RFR response. Once awarded approval by DDS the SCF will serve as a “Master Agreement” to cover any and all services awarded to the provider under that RFR, making it unnecessary for the provider to submit an additional SCF for any such additional services during the time period covered by the Master Agreement. Budget information including the unit rate and payments to the provider will be included on a Service Summary Form (or Statement of Work for residential services contracts) submitted as necessary to show the initial budget agreement and any subsequent changes to the budget.

**** RFR/Rate Authority and Activity Codes Covering Master Agreements**

<u>RFR/Rate Authority</u>	<u>Activity Code</u>	<u>Activity Name</u>
ANSS-15	3174	LUSA (Support Services)
EMER-RES-10	3182	Emergency Stabilization
IHS-16	3703	Individualized Home Supports
PSY-11	3208	Psychologists/Psychiatrists
PS-15	3150	Placement Services
PS-15	3752	ABI-Shared Living
ALTR-14	3153	Adult Long Term Residential
ALTR-14	3753	Occupancy ALTR
EMP/DAY09	3163	Community Based Day Support
EMP/DAY09	3165	Adult Day Health
EMP/DAY09	3168	Individual Supportd Employment
EMP/DAY09	3181	Group Employment
EMP/DAY09	3285	Day Habilitation Supplement
EOHHS RFR	3180	Competitive Integrated Employment Svs.
MASSHEALTH RATE	3664	Day Habilitation Services
MASSHEALTH RATE	3764	Facility Day Habilitation
SSQUAL-10/SSQUAL-16	3700	Family Support Navigation
SSQUAL-10/SSQUAL-16	3701	In-Home Respite Services - Day
SSQUAL-10/SSQUAL-16	3702	Care Giver's Home Respite Svs.
SSQUAL-10/SSQUAL-16	3703	Individual Home Supports
SSQUAL-10/SSQUAL-16	3705	Children's Respite- Care Giver's Home
SSQUAL-10/SSQUAL-16	3707	Adult Companion
SSQUAL-10/SSQUAL-16	3709	Community Family/Resident Family Trng.
SSQUAL-10/SSQUAL-16	3710	Behavioral Supports & Consultation
SSQUAL-10/SSQUAL-16	3712	Emrgncy Stabilization- Care Giver's Home
SSQUAL-10/SSQUAL-16	3716	Community/Residential Peer Support

SSQUAL-10/SSQUAL-16	3731	Respite in Recipient's Home – Hourly
SSQUAL-10/SSQUAL-16	3738	DDS/DESE Direct Support Services
SSQUAL-10/SSQUAL-16	3735	Child Respite Care Giver's Home - Hrly
SSQUAL-10/SSQUAL-16	3759	Site Based Respite Adults
SSQUAL-10 AWC	6700	Agcy w/ Choice- Family Supp Navigation
SSQUAL-10 AWC	6701	AWC- Respite in Recipients Home
SSQUAL-10 AWC	6703	AWC-Individualized Home Supports
SSQUAL-10 AWC	6704	AWC-Individualized Day Supports
SSQUAL-10 AWC	6707	AWC-Adult Companion
SSQUAL-10 AWC	6709	AWC-Community Health Training
SSQUAL-10 AWC	6716	AWC- Community Peer Support
SSQUAL-10 AWC	6753	AWC-Administrative Fee
SSQUAL-10 AWC	6780	AWC-Financial Assistance
SSQUAL-10 DESE	3700	Family Support Navigation
SSQUAL-10 DESE	3738	DDS/DESE Direct Support Services
114.5 CMR 54.00	3751	ABI residential Habilitation

B. REGULATED RATES FOR DDS CONTRACTS

A list of regulated rates for DDS contracts can be found at the following web site:

<http://www.mass.gov/eohhs/gov/laws-regs/hhs/purchase-of-service-rates-for-social-services.html>

(Note: DDS does not necessarily purchase all the services listed under a given regulation.

Check with the DDS office awarding the contract for a list of services provided by DDS.)

C. AMENDMENTS

Amendments to a Master Agreement are only required when any of the information on the form has changed. In the case of Master Agreements covering services in activity codes under RFR's EMP/DAY09 and SSQUAL-10/SSQUAL-10 an amendment will be required if the provider wishes to add a service model not originally indicated on the original Master Agreement.

Routine amendments to the rate or number of units will be reflected in the Service Summary Form or Statement of Work (SOW), as applicable, and will not require an amendment to the Master Agreement.

D. STATEMENT(S) OF WORK (SOW)

The Statement of Work is a document that is submitted to accompany residential services contracts. There are versions of this document including ALTR services, Placement services, ABI services, Emergency Stabilization Residence, and Occupancy services associated with the residential services listed above.

E. SERVICE SUMMARY FORM (SSF)

The Service Summary Form is a document that is submitted to accompany non-residential/occupancy service contracts. It is a form negotiated between the provider and the Area Director that lists the agreed upon standard rate, specifies the anticipated number of units in the contract, and projects the estimated value of the contract.

A Service Summary Form (or a form containing the equivalent information that is contained in an SSF) is submitted to accompany the original contract and serves as the document to reflect any amendment(s) to the unit rate and/or the number of units to be purchased during the time period covered by the Master Agreement.

F. ROSTERS

Rosters containing the names of all residents in a program are required to be submitted with the Statement of Work for residential contracts.

II. STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	
Contractor Vendor Code:		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<p align="center">___ NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p>___ Statewide Contract (OSD or an OSD-designated Department)</p> <p>___ Collective Purchase (Attach OSD approval, scope, budget)</p> <p>___ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p>___ Emergency Contract (Attach justification for emergency, scope, budget)</p> <p>___ Contract Employee (Attach Employment Status Form, scope, budget)</p> <p>___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center">___ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: ____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p>___ Amendment to Scope or Budget (Attach updated scope and budget)</p> <p>___ Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p>___ Contract Employee (Attach any updates to scope or budget)</p> <p>___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
<p>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.</p> <p>___ 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.)</p> <p>___ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____.</p>			
<p>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 (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>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.)</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p>___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p>___ 2. may be incurred as of ____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p>___ 3. were incurred as of ____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of ____, 20____, 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.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless

X: _____ Date: _____

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____

Print Title: _____

otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made 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 subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\)](#) [Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the

Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

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

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

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

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing

this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures

made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#); (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the

Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

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

III. INSTRUCTIONS FOR COMPLETING THE STANDARD CONTRACT FORM

Contractor Legal Name: Self explanatory

Legal Address: Enter the legal address of the organization. Enter a program address unless it coincides with the legal address

Contract Manager: Enter the name of the person to be contacted on any matters concerning the contract

E-Mail: Enter the contact person's e-mail address

Phone: Enter the contact person's telephone number

Contractor Vendor Code: Enter the vendor code number assigned to the contractor by the Office of the State Comptroller

Vendor Code Address: Enter the address associated with the vendor code for this contract

Commonwealth Department Name

MMARS Department Code: Enter "DMR". DO NOT ENTER "DDS"

Business Mailing Address: Enter the address of the DDS Regional Office applicable to this contract

Business Address (if different): Enter only if applicable

Contract Manager: Enter the name of the DDS staff member who manages the contract

e-Mail: Enter the e-Mail address of the DDS staff member who manages the contract

Phone: Enter the telephone number of the DDS staff member who manages the contract

MMARS Doc (ID(s)): Enter the 20 digit alphanumeric designation assigned to the contract by DDS

NEW CONTRACT Section (for new contracts only. Leave blank for amendments)

PROCUREMENT OR EXCEPTION: Check the applicable option:

For contracts awarded under a DDS RFR check “Department Procurement”. For contracts awarded under other conditions check with DDS for instructions on completing this field.

CONTRACT AMENDMENT Section (for amendments only. Leave blank for new contracts)

Amendments to Master Agreements are only necessary to change the dates of service or to add a new program model(s) or change a program description. Changes to the funds for programs performed under the authority of a Master Agreement are shown on either a Statement of Work (for residential programs) or a Service Summary Form (for non-residential programs.) Such changes are not shown on a Master Agreement. Enter “no change” for “Amendment Amount”.

Enter the **Contract End Date** prior to the amendment

Check the applicable **AMENDMENT TYPE**:

Check **Amendment to Scope or Budget** when there is a change in program description or the addition of a new program model. For other changes check with DDS for instructions on completing this field.

COMMONWEALTH TERMS AND CONDITIONS

Check Commonwealth Terms and Conditions for Human and Social Services

COMPENSATION

Check **Rate Contract** for a Master Agreement. Rate Contracts are reimbursed up to an amount determined by the number of units delivered at the approved unit rate.

PROMPT PAYMENT DISCOUNTS

Check “**statutory/legal or Ready Payments (G.L. c. 29, & 23A)**” for contracts reimbursed under the DDS Ready Payment provisions. For non-Ready Payment contracts check “**agree to standard 45 day cycle**”.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter a brief description of the program. For amendments enter a description of the change in addition to the program description. For an amendment: entering “No Change” as the total amendment description is unacceptable. In a situation where the amendment does not contain a program description change the most recent program description must be entered.

ANTICIPATED START DATE

Check Option 1 when the amendment is effective upon the latest signature date and services haven’t been provided nor any costs incurred prior to the effective date of the amendment. (Used when services are anticipated to begin on the latest signature date.)

Special Situation for Option 1: If an amendment includes a one-time “lump sum” adjustment for reimbursement of services that fall **within the original scope of the contract** and such services were provided **prior to** the effective date of the amendment the correct Option to be checked on the Standard Contract Form is **Option 1**. While this exception appears counter-intuitive to the language on the Standard Contract Form in Option 3 it is approved by the Comptroller’s Office. So, while lump sum adjustments remain rare please note that if you should have the need for this type of amendment the correct option is Option 1.

Check Option 2 when a future effective date not determined by the signature dates is desired and services haven't been delivered nor costs incurred prior to the effective date of the amendment. (This line is best used for most DDS contracts/amendments.)

Check Option 3 when services and obligations have been incurred **prior** to the latest signature date on the contract or amendment and such services and obligations **fall outside of the original scope of the contract**. Use of this option constitutes a Settlement of Payments. **THIS OPTION CANNOT BE USED UNLESS PRIOR AGREEMENT WITH THE DDS CONTRACT OFFICE HAS BEEN REACHED.** It is intended to be used rarely and only under special circumstances. If approved for use by DDS the provider must clearly spell out in the brief description section of the Standard Contract Form or in an attachment, the time period of the settlement, amount of the settlement, and what the monies were spent on.

CONTRACT END DATE

Enter the termination date of the contract or amendment

CERTIFICATION

AUTHORIZED SIGNATURE FOR CONTRACTOR

Enter the name of the individual legally authorized to enter into a contract with the Commonwealth

AUTHORIZED SIGNATURE FOR COMMONWEALTH

The signature of the DDS representative legally empowered to enter into contracts with provider agencies

IV. REQUIRED LEGAL DOCUMENTS FOR CONTRACTS

- Attachment C
- Attachment C – Special Provisions (formerly Attachment C page 2)
- Critical Services Procurement (Residential Services Only)
- Contractor Authorized Signatory Listing (CASL)

A. ATTACHMENT C FY2017

STATEMENT OF APPLICABLE STATUTES, REGULATIONS, MANUALS, POLICIES AND PROCEDURES

I. STATUTES

A. STATE STATUTES

1. Massachusetts General Laws. Chapter 19B and Chapter 123B : **The Department of Developmental Services .**
2. Massachusetts General Laws. Chapter 19C. **The Disabled Persons Protection Commission.**
3. **General Appropriation Act** for the Maintenance of the Departments, Boards, Commissions, Institutions and Certain Activities of the Commonwealth.

B. FEDERAL STATUTES

1. 31 U.S.C. § 7505-7507. **Requirements for Single Audits.**
2. 42 U.S.C § 301-1397f. **Social Security Act.**

II. STATE REGULATIONS

- A. **Department of Developmental Services:** 115 CMR 1.00-10.00.
B. **Executive Office of Health and Human Services:** 101 CMR 2.00 and 8.00.
C. **Executive Office for Administration and Finance:** 801 CMR 21.00
D. **Division of Purchased Services:** 808 CMR 1.00
E. **Office of the Comptroller:** 815 CMR 2.00 and 3.00

III. MANUALS

- A. **Commonwealth of Mass.** Procurement Policies and Procedures Handbook and any amendments which may be issued.
B. **Department of Developmental Services: DDS Purchase of Service Manual as amended from time to time.**
Inventory as amended from time to time.
C. **Office of the Comptroller:** MMARS Manual and any corresponding MMARS Memoranda issued by the Office of the Comptroller as they relate to the delivery of social and rehabilitative services under the MM subsidiary.

IV. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC REPORTS

Monthly program utilization reports, using applicable vouchering service delivery reports (service recipient reports for cost reimbursement contracts; client calendar for unit contracts).

V. POLICIES

The Provider shall comply with the EOHHS Standardized Policy on Criminal Background Checks for Providers and State Agencies and all applicable DDS policies and Procedures, including but not limited to, DDS Policy 99-8: HIV & AIDS Policy and Procedures; DDS Policy 99-4: Reporting Policy; DDS Policy 89-10: Family/Citizen Monitoring Process, and such others as may, from time to time, be issued by the Commissioner of the Department of Developmental Services.

VI. PROCEDURES

- A. **DDS Provider Non-Retaliation:** The Provider shall insure that no person, including, but not limited to, any client, family member or employee of DDS or provider shall be subject to retaliation by reason of the persons acting to protect the rights of a client, including, but not limited to filing a complaint pursuant to 115 CMR 9.00, or filing a report with or providing information to DPPC pursuant to G. L. c. 19C. Failure of any Provider to comply may result in cancellation of this contract, refusal to enter into subsequent contracts or other action deemed appropriate by the Commissioner of DDS.
- B. **DDS Quality Assurance:** The provider shall comply with DDS's procedures regarding the monitoring of the quality and effectiveness of the community-based services. These procedures shall provide for, but not be limited to, licensing or accreditation determinations, Independent Professional Review (IPR), Individual Support Plan (ISP) monitoring, family/citizen monitoring, and program evaluations.
- C. **Hepatitis B Screening:** DDS Procedures for Hepatitis B Screening and Immunization of Community Staff and Clients.
- D. **Mid Year Termination:** In the event that this contract is terminated by either party prior to the end of a fiscal year and the provider has operated the contracted program at or above the contract's utilization factor, the provider shall be entitled to the pro-rated portion of that year's maximum obligation corresponding to the portion of the year that the contract was in effect.
- E. **Indemnification:** No provider shall require an individual or his/her parent or guardian to sign any form that would indemnify and hold harmless the provider and its employees against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence as a condition to receiving services funded under this or any other DDS contract for the purchase of services.
- F. **HIPAA:** The provider who is a covered entity under HIPAA regulations shall comply with all HIPAA requirements.
- G. **Major Level Incidents Reporting**

DDS providers must report all incidents in accordance with applicable HCSIS standards involving individuals who are served in a DDS licensed program. For any individual whose services at the program are not funded by the Massachusetts Department of Developmental Disabilities, the provider is required to file a report only on "major" incidents, as the term is defined in HCSIS. In those instances, the provider shall submit a written report on the major incident to the DDS Regional Office associated with the geographic location of the licensed program and send a copy to the funding agency or payer of the individual's services at the licensed program. Providers are responsible for assuring that follow-up has occurred with the funding agency or payer.

VII. SPECIAL INFORMATION REQUESTS

Such other single reports as may from time to time to be reasonably requested on limited occasions by the DDS pursuant to its obligation to monitor and evaluate services.

B. ATTACHMENT C -- Special Provisions

Per an Interagency Service Agreement between the Department of Developmental Services (DDS) and the Executive Office of Health and Human Services (EOHHS) relative to the provision of PCA services, the contractor will:

1. Not seek PCA services for any consumer funded through this contract who receives 24 hour per day direct support. An increased need should be addressed through the DDS process.
2. Not seek PCA services for a consumer funded through this contract without written prior approval from the DDS Area or Regional Director for any consumer who receives fewer than 24 hours per day of direct support through this contract.
3. Provide the necessary supports to meet the needs relative to the Activities of Daily Living (ADL) and the Instrumental Activities of Daily Living (IADL) as set forth in 130 CMR 422, 410 for any consumer for whom PCA services are being sought commensurate with the resources made available by the Department at the onset of less than 24 hour residential services provided through this contract.
4. Cooperate with the staff of DDS, EOHHS, or their designees in order to access the appropriateness of PCA supports for any consumer for whom such supports are being sought.

CRITICAL SERVICES PROCUREMENT (Applies to Residential Services Programs)

In order to ensure continuity of care to Commonwealth clients where a Service Contract for a residential program has been terminated because of a provider Contractor's breach, the Executive Office of Health and Human Services ("EOHHS") has promulgated the following standard Secretariat Condition applicable to all residential services for which EOHHS Purchasing Agencies purchase at least 50% of the capacity of the residential program. Service contracts to which this provision applies shall be deemed Critical Services Contracts. Where more than one EOHHS Purchasing Agency purchases the program, the Principal Purchasing Agency, or other Purchasing Agency designated by EOHHS ("EOHHS Purchasing Agency") shall be responsible for coordinating or otherwise negotiating on behalf of the Commonwealth as described below.

In the event of termination under Section 4 of the Commonwealth Terms and Conditions for Human and Social Services ("T/C-HSS") for the provider Contractor's breach, default or emergency of a Critical Service Contract, the following additional provision shall apply:

Upon the request of the EOHHS Purchasing Agency, the provider Contractor shall participate in good faith negotiations with the EOHHS Purchasing Agency, the Successor Provider and, where appropriate, the building owner and financial institution, over the temporary use and occupancy of the building by the Successor Provider. The scope of negotiations shall include, but not be limited to, the duration and other terms of the temporary use and occupancy. While nothing in this Condition shall require any party to the negotiations to reach an agreement, the parties shall make their best efforts to ensure the continuity of residential client care while the EOHHS Purchasing Agency is identifying alternative residential locations.

This provision shall remain in effect until the enactment of legislation authorizing the court appointment of a receiver in emergency situations in which clients of a provider Contractor are in imminent danger of harm.

Attachment I **EOHHS Purchasing Agency Purchase-of-Service Contract** **Provision for Use of Virtual Gateway Business Services**

Virtual Gateway Business Services. The Executive Office of Health and Human Services (EOHHS) operates a number of online business services through the Virtual Gateway. These include but are not limited to, Provider Data Management (PDM), Common Intake (IE&R), Enterprise Invoice / Service Management (EIM/ESM), Home and Community Service Information System (HCSIS), Senior Information Management System (SIMS) Service and Transition Planning System (STARS).

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

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

Attachment II

EOHHS Purchasing Agency Purchase-of-Service Contract Provision for Implementation of Chapter 257 of the Acts of 2008

Notice concerning rates of payment – implementation of Chapter 257 of the Acts of 2008

In August 2008, a new Massachusetts law, [Chapter 257 of the Acts of 2008](#), "An Act Relative to Rates for Human and Social Service Programs", was enacted that provides that the Secretary of Health and Human Services shall have the sole responsibility for establishing rates of payment for social service programs purchased by governmental units. This law does not apply to services purchased by the Medicaid program.

Attachment III

EOHHS Purchasing Agency Purchase-of-Service Contract Provision for the Management of Certain Federal, Capital, and/or Trust Accounts

Management of Certain Federal, Capital, and/or Trust Accounts

Any federal, capital and/or trust fund monies designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The total contract maximum obligation amount for the contract (sum of the funding for the full duration of the contract) will automatically be reduced by the amount of the unspent funds from a prior fiscal year and DMH may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

C. **COMMONWEALTH OF MASSACHUSETTS**
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title: Telephone:
Fax: Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on: AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

I. DEPARTMENT OF DEVELOPMENTAL SERVICES
SERVICE SUMMARY FORM

Contract Number:		Master Agreement Number:				
Activity Code:		Program Budget Number:			Monthly Ready Pay Requested:	
Provider Information				Department Information		
Provider Name: Address: City, State, Zip Code: Contact Person: Telephone: Fax: Email: Vendor Code:				Region: Address: City, State, Zip Code: Contact Person: Telephone: Fax: Email:		
Engagement of Services: This Service Summary Form acknowledges the level of services that have been negotiated between the provider and DDS. All funding levels are subject to appropriation. A new Service Summary Form must be completed and filed with all amendments that change any information contained on this form. The provider and DDS signatory must sign this form for the initial engagement of services and any subsequent amendment(s) to the services.						
Version #	Brief Description	Dates of Service	Number of Units	Unit Rate	Unit Type	Budget Funding Level (\$)
Initial						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Budget Total						
For the Provider Signature: _____ Printed Name: Date:				For the Department Signature: _____ Printed Name: Date:		

**DETAILED LINE-BY-LINE INSTRUCTIONS FOR COMPLETING THE DDS
SERVICE SUMMARY FORM (SSF)**

The DDS Service Summary Form is an informal document to be completed whenever a new regulated rate contract budget or an amendment to an existing rate contract budget is created or amended. This document is not a formal attachment to the Standard Contract Form, but is intended as a document that states the current number of units, unit rate, and funding level agreed to by both DDS and the provider at the time of entering into the new budget or amended budget.

The SSF is to be completed as follows:

Master Agreement: Enter the Master Agreement number associated with the RFR under which the contract was awarded.

RFR #	Description	Master Agreement Number
ALTR-14	Adult Long Term Residential	DDSALTR(A-G)(H-M)(N-Z)0000000000
ANSS-15	Support Services LUSA	DDSSUPP(A-E)(F-N)(O-Z)0000000000
CIES	Competitive Integrated Employment Supports	EHSCIES(AF)(GL)(MR)(SZ)0000000000
EMER-RES-10	Emergency Stabilization Residential	DDSM032EMERRES000000
EMP-DAY-09	Employment and Day Services	DDSM01(A-G)(H-M)(N-Z)0000000000
IHS-16	In Home Supports	DDSIHS(A-E)(F-N)(O-Z)0000000000
PS-15	Shared Living	DDSPS15(A-E)(F-N)(O-Z)0000000000
PSY-11	Psychologists and Psychiatrists	DDSPSY11000000000000
SDQUAL-10		
AWC	Agency With Choice	DDSAWCQ10000000000000
SDQUAL-10		
DESE	DESE	DDSESE10000000000000
SSQUAL-10	Support Services Qualifying List	DDSSSQL(A-G)(H-M)(N-Z)0000000000

Contract Number: The assigned 20 digit DDS contract ID #

Program Budget Number: Indicate the number that identifies the budget being amended in a multi-budget contract

Activity Code: Enter the Activity Code

Provider Information: As indicated

Department Information: As indicated

Version #: Sequentially numbered lines for each amendment in turn.

Brief Description: Enter the activity code title and, for amendments, the change to the prior entry, as a minimum. Also, enter “Amendment” when the Service Summary Form accompanies a formal amendment.

Dates of Service: Enter the dates of service for the original budget (or the amendment), as appropriate

Number of Units: Enter the number of units for the original budget (or the amendment), as appropriate

Unit Rate: Enter unit rate for the original budget (or the amendment), as appropriate

Unit Type: Enter the unit type (days, hour, month) for the original budget (or the amendment), as appropriate

Budget Funding Level: Enter the funding level agreed upon by the provider and the DDS authorizing authority for the original budget (or the amendment), as appropriate

Budget Total: Enter the total number of units to date, the dates of service to date, the current unit rate, and the current funding level

Provider Approval Signature and Date: Original

Department Approval Signature and Date: Original

V. STATEMENT OF WORK (SOW): ADULT LONG TERM RESIDENTIAL SERVICES

FY2017 STATEMENT OF WORK (SOW) PROCESSING INSTRUCTIONS

The Statement of Work will no longer be required to be filed with every amendment to a contract. The SOW will be filed only once at the start of the contract.

DEPARTMENT: _____

FISCAL YEAR: _____ ☐ INITIAL SOW

FOR FY

PROVIDER: _____

☐ AMENDMENT NUMBER: _____

MASTER AGREEMENT: _____

DOC ID _____

This Statement of Work (SOW) is issued under the terms of the Adult Long Term Residential (ALTR) Master Agreement. This Statement of Work is subject to the **Adult Long Term Residential Master Agreement**, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. A SOW must be signed by the Provider and the Agency before services can be reimbursed.

- 1. The Agency will reimburse the Provider for Adult Long Term Residential services which are rendered in accordance with the Adult Long Term Residential Master Agreement.** If DDS or MRC, billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with the individual Agency billing guidelines. If MCB, billing shall be done through an Agency Purchase Order.
- The provider may bill the Agency for more than the Estimated Expenditure Amount specified in this Statement of Work during the fiscal year, but will only be reimbursed for services provided up to the Estimated Expenditure Amount.
- The Estimated Expenditure Amount(s) for services outlined in this Statement of Work is a current estimate of the number of units that the Agency anticipates purchasing from the Provider. The actual Expenditure Amount(s) will depend on the number of participants and the number of units that are authorized and used, up to the Estimated Expenditure Amount.
- All funding for this Statement of work is subject to appropriations. An amended SOW must be completed and filed when: A) there is a change to the Estimated Expenditure Amount either increasing or decreasing this amount, or B) any revisions that substantially alter services as outlined in this SOW. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System, MMARS.
- Any work done without authorization pursuant to this SOW will be considered in violation of the ALTR Master Agreement and this SOW.
- Documents additional to this SOW that are not inconsistent to the terms of the SOW or the Master Agreement may be required by the Agency and will become part of this Statement of Work including emails from the Agencies documenting approval for minor changes to services or models of care that do not impact the estimated expenditure amount.
- The terms of service incorporated in this SOW may be terminated by the Agency upon written notice at any time during the life of the Master Agreement contract.
- This Statement of Work shall cover services starting on: _____, and shall terminate on: _____.

Provider Information	Department Information
Provider Name: Provider Address:	Department Name: Billing Address:
Provider's Contact Person for this Statement of Work:	Department's Contact Person for this Statement of Work:
Telephone: Email:	Telephone: Email:
Check and attach one of the following to this SOW: <input type="checkbox"/> Attachment A: Estimated Expenditure Amount(s) by fiscal year <input type="checkbox"/> Attachment B: Service Summary Form with the Blended Rate Worksheet if SOW covers more than one site	
Additional specifications agreed to between the Agency and the Provider: <input type="checkbox"/> Check if start up costs included. Attach Attachment 3 Budget Form <input type="checkbox"/> Check if capital costs included. Attach 6 Capital Budget Form	
Acceptance The Parties hereby accept the terms of this Statement of Work. By signing below in blue ink, the Provider representative warrants that he/she has the authority to accept and approve this Statement of Work.	
Name of Provider Authorized Signatory:	Name of Agency Authorized Signatory:
Signature:	Signature:
Title:	Title:
Date:	Date:

**ADULT LONG TERM RESIDENTIAL
STATEMENT OF WORK: OCCUPANCY**

DEPARTMENT:	FISCAL YEAR: <input type="checkbox"/> INITIAL SOW FOR FY
PROVIDER:	<input type="checkbox"/> AMENDMENT NUMBER:
VENDOR CODE: VC	DOC ID
MASTER AGREEMENT:	<input type="checkbox"/> AMENDMENT NUMBER:

This This Statement of Work (SOW) is issued under the terms of the Adult Long Term Residential (ALTR) Master Agreement. This Statement of Work is subject to the Adult Long Term Residential Master Agreement, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. Occupancy rates and expenditures as outlined in this SOW and attachments are subject to change by the Department in consultation with the provider. A SOW must be signed by the Provider and the Agency before occupancy costs can be reimbursed.

1. The Agency will reimburse the Provider for Adult Long Term Residential services which are rendered in accordance with the Adult Long Term Residential Master Agreement. If DDS or MRC, billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with the individual Agency billing guidelines. If MCB, billing shall be done through an Agency Purchase Order.
2. The provider will only be reimbursed for occupancy costs up to the Estimated Expenditure Amount noted in this SOW.
3. The Estimated Expenditure Amount(s) for occupancy costs outlined in this Statement of Work is the estimate of the site rate as calculated on the Adult Long Term Residential Occupancy Worksheet. The site rate will be converted to a monthly accommodation rate for billing purposes.
4. All funding for this Statement of work is subject to appropriations. An amended SOW must be completed and filed when there is a material change to the Estimated Expenditure Amount. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System, MMARS. DDS can amend this SOW, after consultation with the provider, if able to demonstrate that occupancy costs are excessive and not justified by past expenditures.
5. Any work done without authorization pursuant to this SOW and the attached occupancy worksheet will be considered in violation of the ALTR Master Agreement and this SOW.
6. Documents additional to this SOW that are not inconsistent to the terms of the SOW or the Master Agreement may be required by the Agency and will become part of this Statement of Work. These documents may include emails from the Agencies authorizing minor changes to occupancy costs that do not impact the estimated expenditure amount.
7. The terms of this SOW may be terminated by the Agency upon written notice at any time during the life of the Master Agreement contract.
8. This Statement of Work shall cover services starting on: _____, and shall terminate on: _____.

Provider Initials _____

Department Initials _____

Signature:	Signature:
Title:	Title:
Date:	Date:

OCCUPANCY WORKSHEET

Instructions for DDS Agencies Completing the OCCUPANCY WORKSHEET FOR ALTR CONTRACTS

General Instructions

The Occupancy Worksheet for ALTR Contracts is available by contacting the DDS Regional Office responsible for the contract. Please follow these instructions when completing the Worksheet. This Worksheet is designed in Excel to capture information related to the occupancy expenses associated with each ALTR program site. The data requested are to be found in the most recent UFR filed by the provider. For each line (lines 1 – 30) on the Worksheet, where appropriate, the provider will enter the data on the UFR associated with that line for each site in the program sites according to the type of site indicated in columns D – H. The total for all the site entries will be automatically calculated and shown in column C. Except for lines 23 and 24 DO NOT ENTER DATA in column C.

Specific Instructions

Lines 1 – 4 General Provider Information:

Enter the legal name of the provider; the 20 digit contract number of the contract; the purchasing agency (DDS) and local office where the program is located (e.g. DDS/Springfield Area Office. Be sure to locate the data for each site in the proper column (e.g. Single Family House, Apartment, or Condo. If there are more than three sites in the program, enter the Type of Site in the needed extra column(s) (G and I) and the data associated with the additional site(s).

Line 5 Capacity

Enter the total capacity of the program (from the UFR Schedule B) for each site in the program. (Note: The total capacity includes the number of individuals in the program including all individuals funded by DDS and any individuals who may be funded by a purchasing agency other DDS.)

Lines 6 – 11 Reported on UFR for Location: UFR Year:

Enter the data specified in each line associated with each program site (columns D – I) from the most recently filed UFR (be sure to enter the year of the UFR in line 6 column B.)

Line 12 Total Reported UFR Expenditures:

DO NOT ENTER DATA. The totals from lines 7 – 11 are automatically calculated and entered on line 12.

Lines 13 – 17 Adjustments to UFR:

Enter any changes to the UFR data entered on lines 6 – 9 that have occurred since the filing of the UFR.

Line 18 Total Post-UFR Adjustments:

DO NOT ENTER DATA. The totals from lines 13 – 17 are automatically calculated and entered on line 18.

Line 19 Net Expenses for Site:

DO NOT ENTER DATA. The totals from lines 12 and 18 are automatically calculated and entered on line 19. (These totals represent the most up-to-date total data for the listed occupancy expenses.)

Line 20 Daily Rate:

DO NOT ENTER DATA. The daily rate for each program site will be automatically calculated and entered on line 20. The daily rate will be calculated as follows: The total on line 19: Net Expenses for Site will be divided by the total number of units in the program (the capacity entered on line 5 times 365.)

Line 21 Class Rate:

DO NOT ENTER DATA. The class rate for the total occupancy portion of each program site will automatically be entered on line 21. The class rate is determined by comparing the calculated Daily Rate (line 20 above) with the EOHS approved chart for determining the appropriate class rate based upon a range of calculated Daily Rates.

Line 22 Calculated Payment Level:

DO NOT ENTER DATA. The payment associated with the total capacity contracted by the provider for each program site will be automatically calculated and entered on line 22. The Calculated Payment Level is determined by multiplying the Class Rate (line 21 above) by the number of units in the program (see line 20 above).

Lines 23 and 24 Capacity Purchased by Other Contract:

ENTER DATA ONLY IF A PORTION OF THE TOTAL CAPACITY IN A SITE IS PURCHASED BY A PURCHASING AGENCY OTHER THAN DDS. Enter the name of the purchasing agency other than DDS that is purchasing a portion of the total capacity of the program in line 23-column C. Enter in line 24-column C the total number of individuals associated with the non-DDS purchasing agency for all the sites listed on the Worksheet (Columns D-I). Calculate the total expenditures associated with the non-DDS purchasing agency for each site and enter this dollar amount in the appropriate column in line 24. Calculate this dollar amount as a proportion of the Net Payment Level for Site (line 25.)

Method: Divide the capacity of the non-DDS purchasing agency (line 24-column C) by the total capacity of the site (line 5-appropriate column.) Multiply the result of the division by the amount in line 22 Calculated Payment Level and enter this value in the appropriate column in line 24.

Line 25 Net Payment Level for Site:

DO NOT ENTER DATA. The total for the occupancy cost of the DDS capacity of the program prior to any offsetting income is automatically calculated and entered in line 25. This value is the DDS payment level for the site prior to any offsets.

Lines 26 – 29: Offsets

Enter any offsetting funds applicable to DDS sites into the appropriate line(s) and column(s).

Line 30 Total Offsets:

DO NOT ENTER DATA. The total offsets will be calculated automatically and entered on line 30.

Line 31 Net Payment After Offsets:

DO NOT ENTER DATA. The net payments after offsets will be automatically calculated by subtracting the total offsets (line 30) from the Net Payment Level for Site (line 25) and entered on line 30.

Line 30 Monthly Billing Rate (net payment after offsets/12):

DO NOT ENTER DATA. The monthly DDS reimbursable value will be calculated by dividing the value in line 30 by 12. This value will be entered in line 30.

Occupancy Worksheet for ALTR Contracts

A	B	C	D	E	F	G	H	I
	Provider Name	-	Total	Site 1	Site 2	Site 3	Site 4	Site 5
1	-	-	Street					
	Contract Number	-	City/Town					
2	-	-	Zip					
	State Office responsible for contract	-						
3	-	-						
4	Type of site (single family house, condo, apartment, etc)	-	UFR Schedule B					
5	Capacity	-	0					
6	Reported on UFR for Location : UFR Year ->	-						
7	UFR Line 13E - Facility and Program Equipment Expenses	-	-					
8	UFR Line 14E - Facility and Program Depreciation	-	-					
9	UFR Line 15E- Facility Operations Maintenance and Furn.	-	-					
10	UFR Line 16E - Facility General Liability Insurance	-	-					
11	UFR Line 24E - Food	-	-					
12	Total Reported UFR Expenditures	-	-	-	-	-	-	-
	Adjustments to UFR							
13	UFR Line 13E - Facility and Program Equipment Expenses	-	-					
14	UFR Line 14E - Facility and Program Depreciation	-	-					
15	UFR Line 15E- Facility Operations Maintenance and Furn.	-	-					
16	UFR Line 16E - Facility General Liability Insurance	-	-					
17	UFR Line 24E - Food	-	-					
18	Total Post-UFR Adjustments	-	-	-	-	-	-	-
19	Net Expense for Site		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Daily Rate			\$ -	\$ -	\$ -	\$ -	\$ -
21	Class Rate			\$ -	\$ -	\$ -	\$ -	\$ -
22	Calculated Payment Level		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Capacity Purchased by other contract: Purchaser ->							
24	Capacity Purchased by other contract: Capacity ->			\$	\$	\$	\$	\$
25	Net Payment Level for Site		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Offsets							
26	Charges for Care (SSI, SSDI, other)	-	-					
27	Section 8	-	-					
28	Food Stamps	-	-					
29	Other Offsets	-	-					
30	Total Offsets	-	-	-	-	-	-	-

31

Net Payment after offsets		\$	-	-	\$	-	\$	-	\$	-	\$	-
----------------------------------	--	----	---	---	----	---	----	---	----	---	----	---

32

Monthly Billing Rate (net payment after offsets/ 12)		\$	-
---	--	----	---

I certify that the information provided above is a true and accurate representation of actual costs incurred and reported in the referenced UFR for the listed sites/program locations and that all expenses listed as Adjustments to UFR were actually incurred to support the operation of the sites listed. I further certify that all known Offsets have been applied to defray total occupancy costs and that if additional Offset funding becomes available during the course of this contract, this Occupancy Worksheet will be revised and additional steps will be taken to reconcile these additional available offsetting amounts.

Provider Authorized Signatory
Date

VI. STATEMENT OF WORK (SOW): PLACEMENT SERVICES

The Statement of Work will no longer be required to be filed with every amendment to a contract. The SOW will be filed only once at the start of the contract.

DEPARTMENT: DEPARTMENT OF DEVELOPMENTAL SERVICES (DMR)	FISCAL YEAR: <input type="checkbox"/> INITIAL SOW FOR FY
PROVIDER:	<input type="checkbox"/> AMENDMENT NUMBER:
VENDOR CODE: VC	DOC ID
MASTER AGREEMENT:	<input type="checkbox"/> AMENDMENT NUMBER:

This Statement of Work (SOW) is issued under the terms of the Placement Services Master Agreement. This Statement of Work is subject to **the Placement Services Master Agreement**, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. A SOW must be signed by the Provider and the Agency before services can be reimbursed.

1. **The Agency will reimburse the Provider for Placement (also called Shared Living) Services, which are rendered in accordance with the Placement Services Master Agreement.** Billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with the individual Agency billing guidelines.
2. The provider may bill the Agency for more than the Estimated Expenditure Amount specified in this Statement of Work during the fiscal year, but will only be reimbursed for services provided up to the Estimated Expenditure Amount.
3. The Estimated Expenditure Amount(s) for services outlined in this Statement of Work is a current estimate of the number of units that the Agency anticipates purchasing from the Provider. The actual Expenditure Amount(s) will depend on the number of participants and the number of units that are authorized and used, up to the Estimated Expenditure Amount.
4. All funding for this Statement of work is subject to appropriation. An amended SOW must be completed and filed when: A) there is a material change to the Estimated Expenditure Amount, or B) any revisions substantially alter services as outlined in this SOW. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System ("MMARS").
5. Any work done without authorization pursuant to this SOW will be considered in violation of the Placement Services Master Agreement and this SOW.
6. Documents additional to this SOW that are not inconsistent with the terms of the SOW or the Master Agreement may be required by the Agency and will become part of this Statement of Work, including emails from the Agencies documenting approval for minor changes to services or model of care that do not impact the estimated expenditure amount.
7. The terms of service incorporated in this SOW may be terminated as stated in the Commonwealth Terms and Conditions for Human and Social Services by Agency upon written notice at any time during the life of the Master Agreement contract.
8. This Statement of Work shall cover services starting on: _____, and shall terminate on: _____.

Provider Initials _____

Department Initials _____

Placement Services Statement of Work

DEPARTMENT: DMR	PROVIDER:	DOC ID:
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<p style="text-align: center;">Provider Information</p> <p>Vendor Code:</p>	<p style="text-align: center;">Department Information</p>
<p>Provider Name:</p> <p>Provider Address:</p>	<p>Department Name: Department of Developmental Services</p> <p>Billing Address:</p>
<p>Provider's Contact Person for this Statement of Work:</p>	<p>Department's Contact Person for this Statement of Work:</p>
<p>Telephone:</p> <p>Email:</p>	<p>Telephone:</p> <p>Email:</p>
<p>Check and attach one of the following to this SOW:</p> <p><input type="checkbox"/> Attachment A: Estimated Expenditure Amount(s) Expected Expenditure Amount for FY:</p> <p><input type="checkbox"/> Attachment B: Blended rate worksheet if SOW covers more than one placement Expected Expenditure Amount for FY:</p>	
<p>Acceptance The Parties hereby accept the terms of this Statement of Work. By signing below in blue ink, the Provider representative warrants that he/she has the authority to accept and approve this Statement of Work.</p>	
<p>Name of Provider Authorized Signatory:</p>	<p>Name of Agency Authorized Signatory:</p>
<p>Signature:</p>	<p>Signature:</p>
<p>Title:</p>	<p>Title:</p>
<p>Date:</p>	<p>Date:</p>

VII. STATEMENT OF WORK (SOW)

EMERGENCY STABILIZATION RESIDENTIAL SERVICES

The Statement of Work will no longer be required to be filed with every amendment to a contract. The SOW will be filed only once at the start of the contract.

DEPARTMENT: DMR/DDS

FISCAL YEAR:

PROVIDER:

VENDOR CODE:

☐ AMENDMENT NUMBER:

MASTER AGREEMENT: EMER-RES-10

DOC ID:

This Statement of Work (SOW) is issued under the terms of the Emergency Residential (EMER-RES-10) contract. This Statement of Work is subject to the Emergency Residential contract, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. Rates and expected expenditures outlined in this SOW and attachments are subject to change by the Department in consultation with the provider. A SOW must be signed by the Provider and the Agency before services can be reimbursed.

1. The Agency will reimburse the Provider for Emergency Residential services which are rendered in accordance with the Emergency Residential contract. Billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with Agency billing guidelines.
2. The provider will only be reimbursed for services provided up to the Estimated Expenditure Amount.
3. The Estimated Expenditure Amount(s) for services outlined in this Statement of Work is a current estimate of the number of units the Agency anticipates purchasing from the Provider. Per person unit rates will be converted to an accommodation rate for billing purposes..
4. All funding for this Statement of work is subject to appropriations. An amended SOW must be completed and filed when: A) there is a material change to the Estimated Expenditure Amount, or B) any revisions substantially alter services as outlined in this SOW. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System, MMARS. The Department may modify this SOW and the expected expenditure, after consultation with the provider, to address the level of care for clients as deemed appropriate by DDS. All changes to payment levels and rates will be communicated by email to the Contract Manager noted on the contract.
5. Any work done without authorization pursuant to this SOW will be considered in violation of the EMER-RES-10 contract and this SOW.
6. Documents additional to this SOW that are not inconsistent to the terms of the SOW or the contract may be required by the Agency and will become part of this Statement of Work including emails from the Agency documenting approval for minor changes to services or models of care that do not impact the estimated expenditure amount.
7. The terms of service incorporated in this SOW may be terminated by the Agency upon written notice at any time during the life of the contract.
8. This Statement of Work shall cover services starting on: 7/1/, and shall terminate on: 6/30/.

Provider Initials _____

Department Initials _____

Provider Information		Department Information	
Vendor Code:			
Provider Name:		Department Name: DMR/DDS	
Provider Address:		Billing Address:	
Provider's Contact Person for this Statement of Work:		Department's Contact Person for this Statement of Work:	
Telephone:	Fax:	Telephone: Fax:	
Email:		Email:	
<p>Attached to this SOW is documentation establishing the Estimated Expenditure Amount:</p> <p>The monthly expected expenditure (accommodation rate) amount is \$</p> <p>The yearly expected expenditure amount is \$</p>			
<p>Acceptance The Parties hereby accept the terms of this Statement of Work. By signing below in blue ink, the Provider representative warrants that he/she has the authority to accept and approve this Statement of Work.</p>			
Name of Provider Authorized Signatory:		Name of Agency Authorized Signatory:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

VIII. STATEMENT OF WORK: EMERGENCY STABILIZATION RESIDENCE OCCUPANCY

The Statement of Work will no longer be required to be filed with every amendment to a contract. The SOW will be filed only once at the start of the contract.

DEPARTMENT: DMR/DDS

FISCAL YEAR:

PROVIDER:

VENDOR CODE:

AMENDMENT NUMBER:

MASTER AGREEMENT: EMER-RES-10

DOC ID:

This Statement of Work (SOW) is issued under the terms of the Emergency Residential (EMER-RES-10) contract. This Statement of Work is subject to the Emergency Residential contract, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. Occupancy rates and expenditures as outlined in this SOW and attachments are subject to change by the Department in consultation with the provider. A SOW must be signed by the Provider and the Agency before occupancy costs can be reimbursed.

- 1.** The Agency will reimburse the Provider for Emergency Residential services which are rendered in accordance with the Emergency Residential contract. Billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with Agency billing guidelines.
- 2.** The provider will only be reimbursed for occupancy costs up to the Estimated Expenditure Amount noted in this SOW.
- 3.** The Estimated Expenditure Amount(s) for occupancy costs outlined in this Statement of Work is the estimate of the site rate as calculated on the Emergency Residential Occupancy Worksheet. The site rate will be converted to a monthly accommodation rate for billing purposes.
- 4.** All funding for this Statement of work is subject to appropriations. An amended SOW must be completed and filed when there is a material change to the Estimated Expenditure Amount. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System (MMARS). The Agency can amend this SOW, after consultation with the provider, if able to demonstrate that occupancy costs are excessive and not justified by past expenditures.
- 5.** Any work done without authorization pursuant to this SOW and the attached occupancy worksheet will be considered in violation of the EMER-RES-10 contract and this SOW.
- 6.** Documents additional to this SOW that are not inconsistent to the terms of the SOW or the contract may be required by the Agency and will become part of this Statement of Work. These documents may include emails from the Agencies authorizing minor changes to occupancy costs that do not impact the estimated expenditure amount.
- 7.** The terms of this SOW may be terminated by the Agency upon written notice at any time during the life of the contract.
- 8.** This Statement of Work shall cover services starting on: _____, and shall terminate on: _____.

Provider Initials _____

Department Initials _____

Department: DMR/DDS Provider: _____ Doc ID:

Provider Information		Department Information	
Vendor Code:			
Provider Name: Provider Address:		Department Name: DMR/DDS Billing Address:	
Provider's Contact Person for this Statement of Work:		Department's Contact Person for this Statement of Work:	
Telephone: Email:	Fax:	Telephone: Email:	Fax:
Attached to this SOW is the Occupancy Worksheet signed by the Provider.			
The monthly expected expenditure (accommodation rate) amount is \$ The expected expenditure amount is \$			
Acceptance The Parties hereby accept the terms of this Statement of Work. By signing below in blue ink, the Provider representative warrants that he/she has the authority to accept and approve this Statement of Work.			
Name of Provider Authorized Signatory:		Name of Agency Authorized Signatory:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

IX. ACQUIRED BRAIN INJURY (ABI)/MONEY FOLLOWS THE PERSON (MFP) CONTRACTS

ABI/MFP contracts provide services in both adult long term residential settings and placement services settings. The contracting process mimics the process established for non-ABI/MFP residential services.

- A. A Master Agreement is issued by the provider in response to an RFR.
- B. A Statement of Work for ABI/MFP services is prepared
- C. A Service Summary Form (or its equivalent) and a Roster are prepared
- D. If startup funds are required an Attachment 3 budget page is included.
If capital costs are required an Attachment 6 budget page is included. (Note: For ABI/MFP contracts the total funds allowed for startup funds is limited to a maximum of \$25,000.00)
- E. Rates for ABI/MFP services are established by MRC
- F. Unlike non-ABI/MFP residential contracts ABI/MFP contracts do not allow any reimbursement for vacancies (i.e. there is no utilization factor and no approved absence policy is allowed.)**

**A. ACQUIRED BRAIN INJURY/MONEY FOLLOWS THE PERSON SERVICES
ADULT LONG TERM RESIDENTIAL SERVICES
STATEMENT OF WORK**

The Statement of Work will no longer be required to be filed with every amendment to a contract. The SOW will be filed only once at the start of the contract.

DEPARTMENT: _____

FISCAL YEAR: _____ ☐ INITIAL SOW FOR FY

PROVIDER: _____

VENDOR CODE: VC _____

☐ AMENDMENT NUMBER: _____

MASTER AGREEMENT: _____

DOC ID _____

This Statement of Work (SOW) is issued under the terms of the Adult Long Term Residential (ALTR) Master Agreement. This Statement of Work is subject to the **Adult Long Term Residential Master Agreement**, which includes the Commonwealth Terms and Conditions for Human and Social Services, Standard Contract Form, the RFR and the Provider's Response to the RFR and any clarifications/negotiated terms. A SOW must be signed by the Provider and the Agency before services can be reimbursed.

- 1. The Agency will reimburse the Provider for Adult Long Term Residential services which are rendered in accordance with the Adult Long Term Residential Master Agreement and such rates as have been developed for use in the ABI and MFP waivers.**
2. Billing shall be done through the Virtual Gateway and the Enterprise Invoice Service Management System, in accordance with billing guidelines
3. The Estimated Expenditure Amount(s) for services outlined in this Statement of Work is a current estimate of the number of units that the Agency anticipates purchasing from the Provider. The actual Expenditure Amount(s) will depend on the number of participants and the number of units that are authorized and used, up to the Estimated Expenditure Amount.
4. All funding for this Statement of work is subject to appropriations. An amended SOW must be completed and filed when: A) there is a material change to the Estimated Expenditure Amount, or B) any revisions substantially alter services as outlined in this SOW. Once signed, the expected expenditure will be entered in the Massachusetts Management Accounting and Reporting System, MMARS.
5. Any work done without authorization pursuant to this SOW will be considered in violation of the ALTR Master Agreement and this SOW.
6. Documents additional to this SOW that are not inconsistent to the terms of the SOW or the Master Agreement may be required by the Agency and will become part of this Statement of Work including emails from the Agencies documenting approval for minor changes to services or models of care that do not impact the estimated expenditure amount.
7. The terms of service incorporated in this SOW may be terminated by the Agency upon written notice at any time during the life of the Master Agreement contract.
8. This Statement of Work shall cover services starting on: _____, and shall terminate on: _____.

Provider Initials _____

Department

Initials _____

ABI/MFP
Statement of Work: Services (cont.)

Department _____ Provider _____ Doc ID _____

<p style="text-align: center;">Provider Information</p> <p>Vendor Code:</p>	<p style="text-align: center;">Department Information</p>
<p>Provider Name:</p> <p>Provider Address:</p>	<p>Department Name:</p> <p>Billing Address:</p>
<p>Provider's Contact Person for this Statement of Work:</p>	<p>Department's Contact Person for this Statement of Work:</p>
<p>Telephone:</p> <p>Email:</p>	<p>Telephone:</p> <p>Email:</p>
<p>Check and attach one of the following to this SOW:</p> <p><input type="checkbox"/> Attachment A: Estimated Expenditure Amount(s)</p> <p>Details of effective rates for each individual served under this contract are listed on the attached roster.</p> <p style="margin-top: 20px;">Expected Expenditure Amount for FY:</p> <p style="margin-top: 20px;">Expected Expenditure Amount for FY:</p>	
<p>Additional specifications agreed to between the Agency and the Provider: N/A for ABI and MFP</p> <p><input type="checkbox"/> Check if start up costs included. Attach Attachment 3 Budget Form</p> <p><input type="checkbox"/> Check if capital costs included. Attach 6 Capital Budget Form</p>	
<p>Acceptance</p> <p>The Parties hereby accept the terms of this Statement of Work. By signing below in blue ink, the Provider representative warrants that he/she has the authority to accept and approve this Statement of Work.</p>	
<p>Name of Provider Authorized Signatory:</p>	<p>Name of Agency Authorized Signatory:</p>
<p>Signature:</p>	<p>Signature:</p>
<p>Title:</p>	<p>Title:</p>
<p>Date:</p>	<p>Date:</p>

X. CONVERTING RATE CONTRACTS OR MAXIMUM OBLIGATION CONTRACTS TO REGULATED CONTRACTS

There remain a number of contracts that were awarded services under RFR's prior to the approval of regulated rates under chapter 257. With the approval of regulated rates these contracts must be converted to regulated rate contracts. The conversion process is as follows:

- A. The current Standard Contract Form must be converted to a "Master Agreement" by means of an amendment to the SCF.
 1. Complete sections Complete Contractor Legal Name, Commonwealth Department Name, Commonwealth Terms and Conditions, and Prompt Payment Discounts as in the original SCF.
 2. In Contract Amendment section of the SCF check "Contract Amendment" and "Legislative/Legal or Other"
 3. In Compensation section check "Rate Contract"
 4. In Brief Description . . . section enter the following statement:
"Contract amended to be reimbursed under Regulated Rates regulation # ____.*
Service engagement will be done through a service Summary Form.
Estimated units of service and rates will be confirmed using an SSF executed as part of the service engagement."

* Rate regulations can be found at the following web site:

<http://www.mass.gov/eohhs/gov/laws-regs/hhs/purchase-of-service-rates-for-social-services.html>

- B. Create a Service Summary Form as described in section III. above.
- C. MMARS – Insert a comment to "Document Comment" section of the MMARS entry stating a change from a rate contract to a regulated rate contract.
- D. Comptroller Transmittal Form – Check "Option D" when submitting the amended SCF to the Comptroller
- E. Future amendments to estimated funds and/or unit rate for the converted regulated rate contract will be made on a Service Summary Form.
- F. What Happens When a Rate Regulation is Amended?
When a rate review results in a regulated rate being changed, an amended SSF must be created indicating the number of units reimbursed at the old rate and the number of units to be reimbursed at the new rate. In this case the Transmittal to the Comptroller should show "Option C".

XI. APPROVAL PROCESS FOR NEW OR EXISTING ALTR OCCUPANCY CONTRACTS

The following process has been approved for providers to secure funding for new or existing residential sites:

- A. The provider works with the Area Office to determine the need for new ALTR sites including funding issues
- B. Funding for occupancy is site specific
- C. The provider must first obtain a lease, mortgage, or commitment for a mortgage before submitting a new site occupancy application
- D. The provider works with its Area Office to complete an application form (APPLICATION FOR NEW SITE OCCUPANCY WAIVER for ALTR Residence)
- E. The completed application form and necessary supporting documentation is forwarded to the Regional Office by the Area Office and provider
- F. The Regional Office reviews the application and documents.
- G. If complete the package is forwarded to Central Office; if not, it is sent back to the provider and Area Office
- H. Central Office reviews the application and documentation for completeness and reasonableness
- I. If acceptable, the application is forwarded to EOHHS; if not, it is sent back the Regional Office
- J. Central Office notifies the provider, Are Office, and Regional Office of the submission to EOHHS
- K. Central Office notifies all parties when the application receives final approval
- L. CONTRACTING – a Standard Rate contract will be prepared by the regional office in activity code 3753

NEW SITE OCCUPANCY APPLICATION FORM FOR ADULT LONG TERM RESIDENTIAL SERVICES

A new form has been created for providers to complete when requesting funds for occupancy costs for a new site. This form is in development so that changes can be expected over the course of the fiscal year check with the Regional Contracts Office for any changes to this form. Please note providers should obtain an Excel version of this form from their Regional Contracts Office. This form should be completed by the provider in concert with Area Office staff and submitted to the Regional Office before a new site is acquired. Depreciation schedules and fair market rents can be obtained at the Regional Offices. (Fair market rents may also be found at <http://www.huduser.org/portal/datasets/fmr.html>.)

APPLICATION FOR NEW SITE OCCUPANCY REIMBURSEMENT (for ALTR Residence)																																																																															
[1] Agency Area Contact Name: <input style="width: 150px;" type="text"/>		Title: <input style="width: 150px;" type="text"/>		Area Office: <input style="width: 100px;" type="text"/>		<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Name of Provider Agency: <input style="width: 150px;" type="text"/></div> <div style="margin-right: 10px;">Contract # or N/A: <input style="width: 100px;" type="text"/></div> <div> SELECT ONE <input type="checkbox"/> DDS <input type="checkbox"/> MCB <input type="checkbox"/> MRC </div> </div>																																																																									
[2] Property Address - <input style="width: 100px;" type="text"/>		Street: <input style="width: 150px;" type="text"/>		City: <input style="width: 100px;" type="text"/>		Zip: <input style="width: 100px;" type="text"/>		Description of Property (e.g., 2 bedroom single family ranch, 3 bedroom condo rental, etc.): <input style="width: 300px;" type="text"/>																																																																							
[3] Current HUD Fair Market Rent in this location, for this size: <input style="width: 100px;" type="text"/>		Default amount for annual occupancy: <input style="width: 100px;" type="text" value="0"/>		Total Capacity: <input style="width: 100px;" type="text"/>		ALTR Funded Capacity: <input style="width: 100px;" type="text"/>		Will the default be sufficient? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, do not complete the remainder of form, just sign and submit)																																																																							
[4] The regulation requires justification in order for EOHHS to approve occupancy funding above the default, per <u>101 CMR 420.03(7)(b)(ii)</u> Please identify the characteristics of this property that cause it to exceed the default funding level (Statement of Exceptional Need):																																																																															
<div style="display: flex;"> <div style="width: 15%; border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Improvements to the property (for the purpose of meeting applicable codes or standards, as determined by the provider or state agency) <input type="checkbox"/> Renovations to make the property handicapped accessible (generally, or to ADA standard, or to Rolland guidelines) <input type="checkbox"/> Specialized improvements for the intended residents (e.g., track lift system, generators, sprinklers, ventilators, etc.) <input type="checkbox"/> Capacity exceeds 4 individuals (which is the maximum that is funded by the default) <input type="checkbox"/> All properties of similar profile in the requested area are priced above the default maximum (HUD formula). <input type="checkbox"/> Other: <input style="width: 150px;" type="text"/> </div> <div style="width: 85%; border: 1px solid black; padding: 5px;"> SELECT AT LEAST ONE </div> </div>																																																																															
[5] Acquisition Type: SELECT ONE		<input type="checkbox"/> Purchase <input type="checkbox"/> Lease to own <input type="checkbox"/> Lease <input type="checkbox"/> Existing House <input type="checkbox"/> New Construction		Is lease in compliance with Related Parties Policy of <u>808 CMR 1.05(8)?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		Status of acquisition: <input type="checkbox"/> Pending <input type="checkbox"/> Completed																																																																									
[6] Acquisition Detail:																																																																															
Existing House Information:		New Construction Information:		Capitalized Lease to Own Information:		Lease Information:																																																																									
Purchase Date: <input style="width: 100px;" type="text"/> Purchase Price: <input style="width: 100px;" type="text"/> Amount Financed: <input style="width: 100px;" type="text"/> Interest Rate: <input style="width: 100px;" type="text"/> Term of Loan (yrs): <input style="width: 100px;" type="text"/> PILT (if N/A, enter 0): <input style="width: 100px;" type="text"/> Annual Interest: <input style="width: 100px;" type="text" value="0"/>		Land Cost: <input style="width: 100px;" type="text"/> Land Financed: <input style="width: 100px;" type="text"/> Construction Cost: <input style="width: 100px;" type="text"/> Construction Financed: <input style="width: 100px;" type="text"/> Completion Date: <input style="width: 100px;" type="text"/> Interest Rate: <input style="width: 100px;" type="text"/> Term of Loan (yrs): <input style="width: 100px;" type="text"/> Annual Interest: <input style="width: 100px;" type="text" value="0"/>		Lease Date: <input style="width: 100px;" type="text"/> Cost Basis: <input style="width: 100px;" type="text"/> Imputed Int. Rate: <input style="width: 100px;" type="text"/> Lease Term (yrs): <input style="width: 100px;" type="text"/> Annual Interest: <input style="width: 100px;" type="text" value="0"/>		Monthly Rent: <input style="width: 100px;" type="text"/> Monthly Capital Lease: <input style="width: 100px;" type="text"/> Annual Rent: <input style="width: 100px;" type="text" value="0"/>																																																																									
DOCUMENTATION: For purchase submit the deed; For financing submit a bank letter with rate, term and principal; For lease submit a completed or draft lease, or letter of terms from landlord.																																																																															
[7] Depreciation Schedule - Capital Improvements (or Leasehold Improvements), and Depreciable Items purchased with APPLICANT'S funds for (or relocated to) this location -----> Do Not Include Start-Up Equipment and Furnishings (those go on the Start-Up Contract / Capital Budget) or any items previously purchased through a Capital Budget. -----> PURCHASES OF EXISTING HOUSES AND LEASE TO OWN - Assessed value of the land from city assessor's office (please attach copy of property card): <input style="width: 100px;" type="text" value="0"/> Cost basis for building depreciation - Existing House: <input style="width: 100px;" type="text" value="0"/> Cost basis for building depreciation - New Construction: <input style="width: 100px;" type="text" value="0"/>																																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Description</th> <th>Purchase / Completion Date</th> <th>Total Cost (Purchase Price)</th> <th>Depreciation Cost Basis</th> <th>Useful Service Life</th> <th>Annual Depreciation</th> </tr> </thead> <tbody> <tr> <td>(A)</td> <td>Depreciation on building:</td> <td></td> <td>0</td> <td>0</td> <td>27.5</td> <td>0</td> </tr> <tr><td>(B)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(C)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(D)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(E)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(F)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(G)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr><td>(H)</td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr> <tr> <td colspan="6">(Please attach all supporting documentation)</td> <td>Total Depreciation</td> </tr> </tbody> </table>											Description	Purchase / Completion Date	Total Cost (Purchase Price)	Depreciation Cost Basis	Useful Service Life	Annual Depreciation	(A)	Depreciation on building:		0	0	27.5	0	(B)						0	(C)						0	(D)						0	(E)						0	(F)						0	(G)						0	(H)						0	(Please attach all supporting documentation)						Total Depreciation
	Description	Purchase / Completion Date	Total Cost (Purchase Price)	Depreciation Cost Basis	Useful Service Life	Annual Depreciation																																																																									
(A)	Depreciation on building:		0	0	27.5	0																																																																									
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[8] Summary of Projected Annual Occupancy Expenses																																																																															
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Projected Annual Expense for Site:						<input style="width: 100px;" type="text" value="0"/>																																																																									
[9] I hereby certify that the figures above represent a good faith estimate of anticipated costs associated with the referenced location and that the figures will be subject to review, reconciliation and possible recoupment in the event that actual costs are less than reimbursement levels (as described in the regulation, 101 CMR 420).																																																																															
Application Preparer: <input style="width: 100px;" type="text"/>		< ENTER NAME		Title: <input style="width: 100px;" type="text"/>		Date: <input style="width: 100px;" type="text"/>																																																																									
BY TYPING MY NAME HERE, I AGREE THAT I HAVE REVIEWED AND APPROVED THE CONTENT OF THIS DOCUMENT.																																																																															
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Estimated Annual Net State Funding: <input style="width: 100px;" type="text"/>		#DIV/0!		Projected # of months used in first year: <input style="width: 100px;" type="text"/>		?																																																																									
Pro-Rated State Funding - ALTR Residents Portion: <input style="width: 100px;" type="text"/>		0		Estimated occupancy funding in first year: <input style="width: 100px;" type="text"/>		0																																																																									
				Estimated funding in first year - ALTR Residents Portion: <input style="width: 100px;" type="text"/>		0																																																																									
Please describe if there special circumstances that a reviewer would need to take into consideration in order to properly evaluate these costs:																																																																															
[11] <input style="width: 300px;" type="text"/>																																																																															
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101 CMR 420: RATES FOR ADULT LONG TERM RESIDENTIAL SERVICES - OCCUPANCY APPLICATION INSTRUCTIONS FOR THE EXCEL WORKSHEET

GENERAL INFORMATION

- This Application is formatted so that the user can move from cell to cell by using the Tab key or by using the mouse to point and click. Pressing the Enter key will cause the cursor to move down to the next available cell and eventually to jump to the bottom of the worksheet.
- If your transaction doesn't fit exactly into the format of this Application, simply enter information to the best of your ability, describe your special circumstances on the Comments Tab, and provide supporting documentation.
- Cells requiring data input are colored in beige – yellow cells contain formulas that will auto-populate and are locked.
- The presence of a RED notation on the application (such as ?, <-----, TITLE, etc.) indicates that the cell to which the notation refers is missing an entry. When the information is entered, the red notation will disappear. Some of these reminders only appear when a certain box is checked (for example, in Section [6]- Acquisition Detail, if the user checks “Purchase”, red arrows will appear and highlight cells related to purchase details that must be filled). If the application has been completed correctly, there will be no red notations left on the sheet. (See * in Section [3] below for the only exception.)
- Calculations based on Occupancy Guidelines have been embedded to facilitate an easier and more accurate completion of the Application.
- Appeals may be filed, supported by documentation, with the appropriate Commonwealth Agency .

INSTRUCTIONS

- [1] Prior to proceeding with the Application, make certain that the Commonwealth Agency Area Representative is in agreement with the plans for the proposed new residence. Include his/her name, title, and Area Office location, and check the box for the appropriate Commonwealth Agency. Please list FULL NAME of the Provider Organization, rather than merely initials or abbreviations. If a contract number has been issued, or if the residence will be included under an existing contract, please enter the contract information here. Otherwise, please enter N/A.
- [2] List the full address (street number and name, city/town, and zip code) of the proposed residence, and include a one-line description of the property.
- [3] To determine the HUD Fair Market Rate for the property, go to the yellow tab labeled “2015 FMRS”. Find the city or town where the property is located, look across for the column containing the appropriate number of bedrooms, and find the intersection of the two columns. Note that HUD calculates Fair Market Rates only up to a maximum of 4 bedrooms. If the proposed property exceeds that number, simply enter the FMR for a 4-bedroom unit. Enter TOTAL CAPACITY, that is, the number of residents the property can accommodate, and ALTR FUNDED CAPACITY (if the residence will house clients funded through other sources, such as private pay, this number will be different from the TOTAL CAPACITY). The Application automatically calculates the Default occupancy amount as determined by the ALTR regulation (101 CMR 420). If the Default provides sufficient funding to support the residence, check the

“Yes” box and skip to Section [9]. (*In this instance, the Red notations will remain on the Application sheet.)

[4] Please select as many options as apply to the Provider’s Statement of Exceptional Need.

[5] Please select which type of transaction will secure the property and indicate the status of the transaction. Depending on which transaction type is indicated, red highlights will point to cells which must have information entered. If the transaction is a Lease, please indicate compliance with the Related Party Transaction Policy (808 CMR 1.00).

[6] Please enter the requested information into the cells highlighted by red notations. Accompanying documentation to support and verify claimed expenses should be submitted along with the Application in either Word or PDF format. If the acquisition is not yet complete and final documentation is not available, a statement from the potential lending institution or landlord indicating terms of the pending transaction should be included.

[7] Depreciation of Capital Assets has been set in 808 CMR 1.00, and a copy of the OSD “Schedule of Service Life of Assets” may be found on the so-named tab. Please note the following:

i. Capital Assets (including but not limited to) furnishings, equipment, etc., should be obtained through a Capital/Start-up budget and should not be listed on the Occupancy Application. Vehicle Expenses are covered by Operational Rates and likewise should not be listed here.

ii. ONLY assets that have been purchased by the service Provider, using its own funding, may be depreciated. Capital purchases made through a Commonwealth-funded budget may not be depreciated.

iii. In compliance with the regulation, the term of 27.5 years has been locked into the calculation for the depreciation of the edifice itself, separate from the value of the land. Depreciation on the building is based on its value at the time of the purchase and not on its value following renovations (which are depreciated separately on their own schedule).

iv. In order to determine the COST basis for depreciation of the building, please access the Assessor's Online Database for the city or town where the residence is located, retrieve the LAND value of the property from the Assessor's listing, and enter the amount into the box above the Depreciation chart. The cost basis will automatically populate in the cell below and on the chart itself. Please submit a copy of the printout from the Online Database with the Application.

v. If the residence will be NEW CONSTRUCTION, the costs basis will be automatically calculated and the depreciation will auto-populate - no further data entry is necessary.

[8] Please enter anticipated costs for the five categories of expenses indicated. Occupancy cost Guidelines have been established and formulas have been embedded to limit expenses to those Guidelines. Pop-up boxes explaining the qualifications for each will appear when the corresponding expense cell is clicked. Pop-up boxes may be moved to the side of the worksheet by clicking and dragging. If you feel that your expenses will exceed the limits, you may submit supporting documentation to the appropriate Commonwealth Agency, who will forward to EHS to review for reconsideration as an exception to the Guidelines.

[9] The individual who prepared the application should type his/her name, title, and date, indicating that the Provider organization accepts and agrees to abide by the “Good Faith Estimate” clause contained in 101 CMR 420. Likewise, the Commonwealth Agency

Representative who checks for completeness of the application should electronically sign and date prior to submission to EHS.

[10] This section is included as a convenience for Providers to enter anticipated offsets and estimate the total funding they may expect from the ALTR program.

[11] Additional comments may be added here.

[12] The projected Monthly Billing Rate before offsets, which is automatically calculated based upon data the applicant has entered, will appear in the green cell on this line. Please note, all information will be checked and amounts will be verified, and the projected Monthly Billing Rate may be adjusted by EHS.

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