

STANDARD CONTRACT FORMS

MAY 2017

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CURRENT APPROVED VERSION OF THE STANDARD CONTRACT FORM

The Standard Contract Form is a legal document that is issued by the Office of the State Comptroller. The most recent version is dated **3/21/2014**.

Providers signing a Standard Contract Form with the Department are only required to submit the first page (signature page); however, the provider is responsible for complying with all the requirements cited in the accompanying pages. The first page of the standard contract form follows on the next page. The most up to date version of the Standard Contract form can be found at:

<http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html>

DDS awards contracts to providers for a period of years based upon program models and other factors. These awarding periods are stated in the RFR. DDS issues contracts on a multi-year basis and in a very limited basis on a year-by-year basis. Please note, Contracts that reference regulated rates for payment are multi year, while cost reimbursement/maximum obligation contracts tend to be one year and are extended each year. If Standard Contract is written for one year, a Renewal Amendment in the years following execution of the initial contract is executed to extend the contract for another fiscal year. The MMARS Doc ID does not change as Department is choosing to extend a contract that references an active procurement. The figures for maximum obligation contracts carry forward from one year to the next, building upon the previous accumulated total. By the end of the award period, the total figures shown on the last Renewal Amendment represent the total of all funds on the contract from the first year of its issuance to its completion. The overall end date of the Standard Contract is noted in the RFR. The RFR will note the anticipated start date and end date for the procurement.

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

To allow the Department to manage funds from year to year, the following has been incorporated into contracts issued by the Department: 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.

This statement does not reflect a change in practice but is language the Office of the State Comptroller recommends Departments include in contracts. The Department treats federal, capital, and trust funds in the same manner as state budgetary accounts. If dollars are not spent in a given fiscal year, the unexpended amounts do not carry forward without an amendment re-authorizing the funds.

For informational purposes, following is a copy of the first page of the Standard Contract Form. For the actual form, please use the link provided on the previous page.

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:	Fax:
Contractor Vendor Code:		MMARS Doc ID(s):	
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<p style="text-align: center;">NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> 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><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<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><input type="checkbox"/> 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><input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> 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><input type="checkbox"/> 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><input type="checkbox"/> 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><input type="checkbox"/> 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>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	

One of the primary differences in the completion of the Standard Contract Form since services were rebid in response to setting of Chapter 257 rates are contracts are written as Rate (See Compensation Section on SCF) and no maximum obligation is noted on the Standard Contract Form. The Standard Contract Form and the RFR will state that contracts are Rate Regulated and the Regulation/s that governs rates of payment. Regulated rates can be in 15 minute, one hour or daily increments. In some cases, rates are based on a monthly accommodation rate. Following is a brief overview of the different types of Contracts.

DIFFERENCES BETWEEN 1) RATE REGULATED, 2) COST REIMBURSEMENT/ MAXIMUM OBLIGATION AND 3) NEGOTIATED UNIT RATE BASED ON A MAXIMUM OBLIGATION CONTRACTS

Rate Regulated: Primarily Chapter 257. Some services maybe paid a Mass Health regulated rate. Regulated rates are set by the Executive Office of Health and Human Services. In the case of Chapter 257, rates are reviewed and reset every two years. The Standard Contract a provider signs with the Department will be a Multi-Year Rate Contract with no maximum obligation. The contract and RFR will state the specific regulations that govern payment for services. Services are managed either through a Service Summary Form or a Statement of Work.

Cost Reimbursement Contract: There are some services that do not lend themselves to regulated rates and DDS signs a Standard Contract Form that is Maximum Obligation (See Compensation Section on SCF). The Maximum Obligation for all years of the Standard Contract Form are noted on the Standard Contract Form and must match the maximum obligation that appears in MMARS, the Commonwealth's Account Management and Accounting System. Expenses are noted on the Attachment 3: Fiscal Year Program Budget. In a majority of cases, Cost Reimbursement contracts have an end of 6/30 and the Regions extend the contract for another fiscal year. The contract can continue to be extended until the end date of the procurement. Examples of Cost Reimbursement contracts include: Financial Assistance, Family Support Stipends, and DESE services.

Negotiated Unit Rate Based on a Maximum Obligation (Rarely used by DDS as majority of POS services are Regulated): Contract includes an Attachment 3: Fiscal Year Program Budget) negotiated by the provider and DDS staff as well as unit rate calculation budget (Attachment 4). In this type of program budget the maximum obligation, the number of units, and the unit rate are specified and are fixed at the start of the contract, requiring an amendment to change the maximum obligation, the number of units, and/or the unit rate, if a change is later necessary. The option is primarily used for non-blended Transportation Services and As Needed Services where an appropriate regulated rate does not exist.

For more information on how to complete the Standard Contract Form for Maximum Obligation, Start Up, or Capital Contracts, refer to the Standard Contract and Engagement Forms Webinar PowerPoint which is posted on the DDS Purchase of Service home page.

- A few reminders are helpful for individuals creating the form.
 - a. Providers of direct care (also known as Purchase of Service, are **not** bound by the standard 45 day payment cycle. POS providers should always check **statutory/legal or Ready Payments**". Statutory language allows the Commonwealth to pay providers without waiting for 45 days even if contracts are not on Ready Pay.

b. 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.). Option is normally checked for amendments to standard contract form which are processed during the fiscal year either to add funding or decrease the maximum obligation.

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 option is primarily used for new contracts or amendment to standard contract form to extend contract for another fiscal year. Example: Contract currently ends 6/30/17 and is being extended to 6/30/18. The date entered under Option 2 is July 1, 2017. Both parties must sign the contract amendment extending the contract prior to July 1, 2017.

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 REGIONAL 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.

STANDARD CONTRACT FORM (SCF): MASTER AGREEMENT or REGULATED RATE

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 at a regulated rate/s. Traditionally, every change in funding or unit between a provider and DDS required the submission of the SCF. For contracts awarded under RFR's EMP-DAY-09, SSQUAL-10, ALTR-14, PS-15, IHS-16, providers sign one Rate Contract and are placed on a Master Agreement list of qualified providers. Once awarded by DDS, the SCF will serve as a "Master Agreement" to cover any and all services awarded to the provider under that RFR. The FSS-10 RFR differs slightly. Awarded contractors sign a Rate Contract with DDS, but the Contract only applies to one activity code. Providers that received multiple awards under FSS-10 will sign a separate Standard Contract Form for each service.

Units of service to be purchased and regulated rates are managed through a Service Summary Form or Statement of Work (blended rate services). These documents are often referred to as engagement documents as Department is engaging provider to provide specific services at rates established by the Executive Office of Health and Human Services.

II. CONTRACTOR AUTHORIZED SIGNATORY LISTING (CASL):

A Contract Authorized Signatory Listing form is required when a new contract is signed as a result of a RFR or when an authorized signatory for the provider has changed. A copy of the CASL follows:

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 attestation 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 cannot be accepted without all of this information completed.]

**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

III. POS ATTACHMENTS ISSUED BY THE OPERATIONAL SERVICES DIVISION (OSD)

POS Forms Issued by OSD include:

1. POS Attachment 1 – Summary document
2. POS Attachment 3 - Program Budget: Cost Reimbursement and Start-Up Contracts. Also used for Negotiated (not Rate Regulated) Unit Rate Contracts
3. POS Attachment 4: Negotiated Unit Rate calculations based on a Maximum Obligation. Form should not be submitted with Chapter 257 Rate Regulated Service
4. Capital Budget: Only completed when Department is providing support for capital purchases (3191 activity code).

For more information on how to complete the Standard Contract Form for Maximum Obligation, Start Up, or Capital Contracts, refer to the Standard Contract and Engagement Forms Webinar PowerPoint which is posted on the DDS Purchase of Service home page.