



City Council

Regular Meeting

~ Draft ~

36 Court Street
Springfield, MA 01103
<http://www.springfieldcityhall.com>

Anthony I. Wilson
413-787-6096

Monday, January 9, 2017

7:00 PM

City Hall--Room 220

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on January 9, 2017 at City Hall--Room 220, 36 Court Street, Springfield, MA.

Attendee Name	Title	Status	Arrived
Melvin A. Edwards	Ward 3 Councilor	Present	
Timothy C. Allen	Ward 7 Councilor	Present	
Timothy J. Rooke	At-Large Councilor	Present	
Adam Gomez	Ward 1 Councilor	Absent	
Kateri B. Walsh	At-Large Councilor	Present	
Marcus J Williams	Ward 5 Councilor	Present	
Thomas M. Ashe	At-Large Councilor	Present	
E. Henry Twiggs	Ward 4 Councilor	Present	
Kenneth E. Shea	Ward 6 Councilor	Remote	
Michael A. Fenton	Ward 2 Councilor	Present	
Justin Hurst	Vice-President	Present	
Bud L. Williams	At-Large Councilor	Present	
Orlando Ramos	President- Ward 8 Councilor	Present	

Moment of Silence - Pledge of Allegiance

Informational

Reports of Committee

Grants

1. Order (ID # 3811)

HUD Continuum of Care Grant - No Match - \$3,479,984

COMMENTS - Current Meeting:

Robert Demusis, Deputy Director of the Office of Housing, spoke in favor of accepting the grant. He stated that a bulk of the money is used for rental assistance.

ATTACHMENTS:

- CoC Grant Set-Up & Award (PDF)

RESULT: PASSED BY VOICE VOTE

2. Order (ID # 3809)

Increase of \$250,000 to the Crisis Intervention Grant - No Match - Total Award \$650,000

COMMENTS - Current Meeting:

Robert Demusis, Deputy Director of the Office of Housing, spoke in favor of accepting the grant. The funds are primarily used through the Catholic Charities, HAP and the Gandara center.

ATTACHMENTS:

- Crisis Intervention Grant Increase (PDF)

RESULT: PASSED BY VOICE VOTE

3. Order (ID # 3818)

Mass in Motion- 1422 Grant Increase - No Match Required \$440,000

COMMENTS - Current Meeting:

Helen Caulton-Harris, Commissioner of Health and Human Services, spoke in favor of accepting the grant.

Councilor Ashe abstained from voting on the grant.

ATTACHMENTS:

- Mass in Motion Grant (PDF)

RESULT: PASSED BY VOICE VOTE

4. Order (ID # 3812)

FY17 State Aid to Public Library- No Match Required \$281,477.10

COMMENTS - Current Meeting:

Molly Fogarty, Director of the Springfield Libraries, spoke in favor of accepting the grant. The funds are used for the operation of the libraries.

ATTACHMENTS:

- Library State Aid Grant (PDF)

RESULT: PASSED BY VOICE VOTE

5. Order (ID # 3813)

Mass Multi-City Young Children's Mental Health System of Care (SOC) Planning Project - No Match Required \$198,000

COMMENTS - Current Meeting:

Helen Caulton-Harris, Commissioner of Health and Human Services, spoke in favor of accepting the grant. She stated that the grant is a partnership with Boston and Worcester to provide mental health services to young people.

ATTACHMENTS:

- Multi-City Grant(PDF)

RESULT: PASSED BY VOICE VOTE**6. Order (ID # 3814)**

Massachusetts League of Community Health Centers (MLCHC) Emergency Preparedness for HSH - No Match Required \$2,000

ATTACHMENTS:

- Emergency Preparedness Grant (PDF)

RESULT: PASSED BY VOICE VOTE**Orders****7. Order (ID # 3830)**

Order Authorizing the Library Department to Apply for Grant for New East Forest Park Library

COMMENTS - Current Meeting:

Molly Fogarty, Director of the Springfield Libraries, spoke in favor of approving the order. Ms. Fogarty stated that the city did not know the total cost of the project.

Councilor Rooke expressed concerns about the cost of the project.

The council voted unanimously to suspend rule 19 prior to the vote.

ATTACHMENTS:

- Attachment 1 (PDF)
- Attachment 2 (PDF)

RESULT:	ADOPTED [11 TO 1]
AYES:	Edwards, Allen, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
NAYS:	Timothy J. Rooke
ABSENT:	Adam Gomez

8. Order (ID # 3815)

Collective Bargaining Agreement Ratification - SOLE

COMMENTS - Current Meeting:

William Mahoney, Director of Human Resources, spoke in favor ratifying the contract. The bargaining unit included clerks from the libraries. The period of the contract is for three years.

ATTACHMENTS:

- CAFO Cert- SOLE Settlement (PDF)

RESULT:	ADOPTED [12 TO 0]
AYES:	Edwards, Allen, Rooke, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
ABSENT:	Adam Gomez

Zoning Ordinances

9. Zoning Ordinance (ID # 3779)

City Wide - Interim Regulations for Recreational Marijuana - the Proposal is to Amend Article 4, by Adding Section 4.7.110 – Interim Regulations for Recreational Marijuana (See Attached)

PETITIONER: Springfield Planning Board

ADDRESS: City Wide

CHANGE REQUESTED: See Above

HISTORY:

12/21/16 **Planning Board** **APPROVED**

COMMENTS - Current Meeting:

Councilor Fenton stated that the legislation calls for a moratorium on recreational marijuana in the city of Springfield until city can create regulations.

ATTACHMENTS:

- #3186_Interim_Regulations_for_Recreational_Marijuana_2016 (PDF)
- 3186_Interim_Regulations_for_RM_2016 (PDF)
- Report of the Planning Board (PDF)

RESULT:	RECEIVED 1ST STEP
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Next: 1/23/2017 7:00 PM

Ordinances

(10.) **ORD-2016-12 Chapter 418: Preservation of Historically Significant Buildings**

AMENDING CHAPTER 418 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTION 3 AND SECTION 4 THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 3 of Chapter 418, The Preservation of Historically Significant Buildings, of the Code of the City of Springfield, is hereby amended by adding subsection E and subsection F to read as follows:

E. The Commission shall notify the City Council and the Mayor of any building listed individually on the State Register of Historic Places, any building it determines to be a contributing part of a district listed on

the State Register of Historic Places, or any building it determines to be individually eligible for listing on the National Register of Historic Places.

F. No municipal department shall use general funds, grant funds, or bond funds to demolish a building without first offering, through a request for proposals, financial rehabilitation incentives equal to or greater than the estimated cost of demolition. The results of the request for proposal will be reported to the City Council in writing. If no acceptable responses to such a request for proposals are received by the City, the applicable municipal department will advise the Council that no acceptable responses were received, and request clearance to complete the demolition. At that time the Council can either approve the demolition, or order another attempt at issuing an RFP.

When the RFP is issued, such RFP will note the amount of money available for the rehabilitation, and shall further:

- a. Require proof that the respondent is financially able to complete the rehabilitation;
- b. Require a detailed plan of rehabilitation, including a firm time line; The rehabilitation of all properties governed by this section shall be completed no later than 12 months from the date of award of the project;
- c. Require that any respondent sign a reverter deed to the property, with advisement to the respondent that failure to timely complete the rehabilitation will result in the filing of the reverter deed, extinguishing their rights to the property and returning ownership of the property to the City of Springfield;
- d. Advise all respondent's that the rehabilitation plan and all work done in accordance with such plan must comply with all applicable codes, and must be approved by the Commission for historical appropriateness;
- e. Advise respondent's that the financial incentive money will not be paid out until the project is complete, and a certificate of occupancy has been issued by the City of Springfield Building Department.
- f. Require that respondent does not have a significant history of non-compliance with code enforcement as determined by the RFP Review Committee and/or does not have any outstanding financial obligations to the City.

Section 4 of Chapter 418, The Preservation of Historically Significant Buildings, of the Code of the City of Springfield, is hereby amended by deleting subsections 4C (a), 4C (b), and 4C (c) in their entirety and inserting the following:

D. Nothing in this Chapter shall be deemed to inhibit the Law Department's ability to seek and enforce a court demolition order, provided the Law Department and/or the Office of Housing provides the Historical Commission notice upon filing a motion to demolish a building not less than sixty (60) days prior to demolition.

Approved as to form
Tasheena M. Davis
Associate City Solicitor

RESULT:	SECOND & THIRD STEPS [12 TO 0]
MOVER:	Michael A. Fenton, Ward 2 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Edwards, Allen, Rooke, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
ABSENT:	Adam Gomez

COMMENTS - Current Meeting:
Councilor Fenton spoke in favor of passage of the ordinance.

(11.) (ID # 3831) Community Preservation Committee

AMENDING CHAPTER 16 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING SECTION 20 THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XX thereto:

ARTICLE XX: Community Preservation Committee

16-73 Establishment

There shall be a Community Preservation Committee in accordance with Chapter 267 of the Acts of 2000, the Community Preservation Act, which shall consist of nine members.

16-74 Membership

The Committee shall be composed of:

- one member of the Conservation Commission as designated by the Commission,
- one member of the Historical Commission as designated by the Commission,
- one member of the Housing Authority as designated by the Authority,
- one member of the Park Commission as designated by the Commission,
- one member of the Planning Board as designated the Board,

one member of the Springfield Preservation Trust as designated by the Trust,

three Springfield residents, who do not hold elected or appointed office, as appointed by the City Council President from recommendations submitted by neighborhood councils and associations. The City Council President shall contact in writing all neighborhood councils and associations to request a recommendation from each and choose three residents from names submitted by thirty days of the written request.

16-75 Term of Office

- A. The term of office shall be for three years. No member shall serve more than two full terms. To stagger members, initially members from the Planning Board, Housing Authority, and Park Commission shall serve for one year; and members from the Conservation Commission, Historical Commission, and Springfield Preservation Trust shall serve for two years.
- B. In the event that a designee of a governmental board no longer serves on the board they represent, that position shall be vacant and filled by the appropriate body for the remainder of the term.

16-76 Authority and Responsibility

- A. The Committee shall study the needs, possibilities, and resources of the City regarding community preservation. The Committee shall consult with the Mayor, City Council, Conservation Commission, Historical Commission, Park Commission, Housing Authority, and Planning Board, may consult with other agencies.
- B. As part of its study, the Committee shall annually hold one or more information hearings on the needs, possibilities, and resources of the City regarding community preservation. Notice of such hearing(s) shall be posted publicly and published for each of two weeks preceding the hearing(s) in a newspaper of general circulation in the City. Notice of such hearing(s) shall also be sent to all neighborhood councils and associations no less than three weeks prior to the hearing(s).

16-77 Powers and Duties

- A. The Committee shall review and recommend proposals to the City Council for approval of appropriations by the City Council. Recommendations may be for:

Acquisition, creation, and preservation of open space and rehabilitation or restoration of open space acquired or created by this section;

Acquisition, creation, rehabilitation, restoration, and preservation of land for recreational use;

Acquisition, preservation, rehabilitation, and restoration of historic resources;

Acquisition, creation, preservation, and support for community housing; and rehabilitation or restoration of community housing acquired or created by this section; and

With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings or the construction of new buildings on previously developed sites.

- B. The Committee shall submit its budget to the City Council. The budget may include recommendations to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending funds for general purposes that are consistent with community preservation.
- C. For each fiscal year, at least ten percent of the estimated annual Community Preservation Fund revenues must be appropriated or reserved for initiatives in each of the categories of open space and recreational space, community housing, and historic resources.
- D. Annual appropriations for administrative and operating expenses of the Committee may not exceed five percent of the year's estimated annual Community Preservation Fund resources.
- E. The Committee shall keep a full and accurate account of all of its actions, including its recommendations and action taken by the City Council on the recommendations. The Committee shall also keep records of all appropriations or expenditures made from the Community Preservation Fund. Records shall also be kept by the Committee of any real property interests acquired, real property disposed of or real property improved by the City based upon Committee's recommendation. These records shall include the names and addresses of grantors and grantees and the nature of the consideration.

16-78 Officers and Rules & Regulations

- A. The Committee shall annually elect from its members a Chair and Vice-Chair.
- B. By a majority vote of its members, the Committee may adopt rules and regulations for its business.

RESULT:	FIRST STEP	Next: 2/6/2017 7:00 PM
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COMMENTS - Current Meeting:

Councilor Fenton spoke in favor of passage of the ordinance.

Motion by Councilor Fenton to delete the language: "none of whom shall be employed by the City" from the ordinance. Seconded by Councilor Shea. Unanimously approved by the council.

Suspension of Rules



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3811

1

HUD Continuum of Care Grant - No Match - \$3,479,984 (Mayor Sarno)

WHEREAS, the Office of Housing (“Department”) has been awarded a grant in the amount of \$3,479,984 from the US Department of Housing and Urban Development; and

WHEREAS, the funds provided are intended to be used to improve the lives of homeless men, women, and children through local planning efforts and through direct housing and service programs; and

WHEREAS, the Department intends to use the grant funds for the purposes as requested by the donor; and

WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the donation funds listed below for the purposes of such donation; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

HUD Continuum of Care Grant - \$3,479,984

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	12/21/16
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 66517

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
X	Federal – City
	State DOE– School
	State Other – School
	State – City
	Private/Other

Grant Name: CoC Grant

Total Grant Amount Awarded: \$ 3,479,984.00

Is this a Reimbursable Grant?

(Y/N) yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	US Dept of HUD
Contact Person	Paula Newcomb
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA
Telephone	617-994-8378
Fax	
E-Mail	pnewcomb@hud.gov

Actual Award Date 12

Board Approval Date

Start Date 7/1/2017

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Support of homeless services and housing

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: 14.235

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) quarterly

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: same as 66517

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.


Signature


Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

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	<u>Program</u>	<u>Awarded Amount</u>
MA-502 CoC Planning Application FY2016	CoC	\$51,754

MA-502 Total :		\$1,732,766
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MA-503 - Cape Cod Islands CoC

Cape Cod Supported Housing	CoCR	\$245,350
Cape Cod Supported Housing Expansion	CoCR	\$17,488
Cape Homes III	CoCR	\$236,624
Cape Homes IV	CoCR	\$59,735
Cape Homes V	CoCR	\$113,334
Cape Regional Housing Initiative	CoCR	\$252,673
CoC Planning Project FY 2016	CoC	\$49,842
Coordinated Entry Expansion	CoC	\$55,594
Coordinated Entry System New Project FY 15	CoCR	\$29,698
HMIS	CoCR	\$67,356
HMIS Expansion	CoC	\$70,140
Housing First	CoCR	\$318,624
MV House	CoC	\$81,658
Pilot Plus	CoCR	\$28,567
Welcome Home 2	CoCR	\$23,317
Welcome Home 3	CoCR	\$60,158
Welcome Home 4	CoCR	\$47,944

MA-503 Total :		\$1,758,102
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MA-504 - Springfield/Hampden County CoC

Catholic Charities - RRH	CoCR	\$49,260
Catholic Charities - RRH 2	CoCR	\$48,472
Catholic Charities - RRH 3	CoCR	\$332,412
CHD Project Permanence	CoCR	\$150,628
CoC Planning Project FY2016	CoC	\$109,443

Project Name	Program	Awarded Amount
FOH - Coordinated Assessment	CoCR	\$250,000
FOH - Worthington House Campus	CoCR	\$22,679
FOH PSH	CoC	\$182,406
FOH PSH 2	CoC	\$23,856
Gandara - SHINE RRH	CoCR	\$169,319
HAP - Rapid Rehousing	CoCR	\$145,837
HAP - Turning Point	CoCR	\$60,209
HMIS	CoCR	\$61,992
HRU - Next Step	CoCR	\$292,344
HRU - Next Step 2	CoCR	\$104,149
MHA - Annie's House PSH	CoCR	\$229,792
MHA S+C Recovery	CoCR	\$178,918
MHA S+C SRA 13	CoCR	\$136,451
MHA S+C SRA 48	CoCR	\$382,719
Open Pantry - Tranquility House	CoCR	\$41,050
RVCC - HIV/AIDS Residential Support	CoCR	\$180,485
RVCC - HIV/AIDS S+C TRA 5	CoCR	\$51,553
RVCC - HIV/AIDS S+C TRA 7	CoCR	\$71,927
SMOC - Bowdoin Street	CoCR	\$21,594
UFA Costs Project FY2016	CoC	\$54,722
VOC - Scattered Site Family Supportive Housing	CoCR	\$127,767
MA-504 Total :		\$3,479,984
MA-505 - New Bedford CoC		
City of New Bedford HMIS Project	CoCR	\$29,524
Family Preservation Program	CoCR	\$260,920
MA-505 CoC Planning Application FY2016	CoC	\$54,130
Portico	CoCR	\$591,092



City Council

ADOPTED

2

Meeting: 01/09/17 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3809

Increase of \$250,000 to the Crisis Intervention Grant - No Match - Total Award \$650,000 (Mayor Sarno)

WHEREAS, the Office of Housing ("Department") has been awarded an increase of \$250,000 to the "Crisis Intervention Grant" from the Massachusetts Executive Office of Health and Human Services, bringing the total grant award to \$650,000; and

WHEREAS, the funds are intended to provide services to families experiencing recent or chronic homelessness, as well as providing housing and support for unaccompanied homeless youth; and

WHEREAS, the Department intends to use the grant funds for the purposes as requested by the donor; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed below for the purposes of such donation; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Crisis Intervention Grant - \$650,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	12/19/2016
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6082
Name and Title of Person to Contact in Case of Questions	Cathy Buono
Was this Grant previously setup for a prior fiscal year?	
If yes, please indicate your previous project number: 89246	
If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?	
(Y/N)	If yes, please attach a copy of the Approved Form.

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
	Federal – City
	State DOE– School
	State Other – School
X	State – City
	Private/Other

Grant Name: Crisis Intervention

Total Grant Amount Awarded: \$ 250,000.00 amendment increase to \$650,000

Is this a Reimbursable Grant?

(Y/N) yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Commonwealth of MA
Contact Person	Linn Tonto
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-573-1600
Fax	
E-Mail	linn.tonto@state.ma.us

Actual Award Date 11/1/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Increase funding to provide services to families experiencing recent or chronic homelessness, and to provide housing and support for unaccompanied homeless youth.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) as needed

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

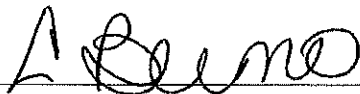
Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: 530105

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.



Signature

12-19-16

Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4, T&C): 36 Court St., Room 405, Springfield MA 01103		Business Mailing Address: One Ashburton Place, Boston MA 02108	
Contract Manager: Geraldine McCafferty		Billing Address (if different):	
E-Mail: gmccafferty@springfieldcityhall.com		Contract Manager: Linn Torto	
Phone: 413-787-6500	Fax: 413-787-6515	E-Mail: Linn.Torto@state.ma.us	Fax:
Contractor Vendor Code: VC6000192140		Phone: 617-573-1600	
Vendor Code Address ID (e.g. "AD001"): AD001		Fax:	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EHS 16EHS885SPRINGFIELCB	
		RFR/Procurement or Other ID Number: BD-16-1039-EHS01-EHS02-00000006625	
NEW CONTRACT		X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2017</u>	
☐ Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: <u>\$ 250,000</u> (or "no change")	
☐ Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		☒ Amendment to Scope or Budget (Attach updated scope and budget)	
☐ Emergency Contract (Attach justification for emergency, scope, budget)		☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
☐ Contract Employee (Attach Employment Status Form, scope, budget)		☐ Contract Employee (Attach any updates to scope or budget)	
☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$ 650,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % 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.)			
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.)			
Amendment 2 incorporates changes to Sections 4.1 and 4.2 of the Contract as well as a new Attachment A, State Fiscal Year 2017 Homelessness Prevention Reserve and a new Attachment B, State Fiscal Year 2017 Budget: Housing and Supportive Services for Unaccompanied Youth.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date .			
☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date .			
☐ 3. were incurred as of <u> </u> , 20 <u> </u> , 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2017</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>12/16/16</u>		X: <u> </u> Date: <u> </u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Dominic J. Samo</u>		Print Name: <u>Marylou Sudders</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Secretary</u>	



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3818

3

Mass in Motion- 1422 Grant Increase - No Match Required \$440,000 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded a Mass in Motion- 1422 Grant increase of \$440,000.00 from the Massachusetts Department of Public Health; and

WHEREAS, the purpose of the grant is to support the Mass in Motion Municipal Wellness and Leadership Initiative by implementing local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities; and

WHEREAS, the Department intends to use the grant funds to create a multi-sector partnership to develop and implement community-level strategies that focus on reducing disparities and health inequities; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Mass in Motion- 1422 Grant Increase - No Match Required \$440,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 12/28/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton Harris

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: 89726

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

XX State – City

Private/Other

Grant Name: Mass In Motion 1422

\$440,000

Total Grant Amount Awarded: ~~\$ 110,000.00~~

C# 20170455



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City Of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 36 Court St Room 405, Springfield, MA 01103-1602		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Nicole Bourdon		Billing Address (if different):	
E-Mail: nbourdon@springfieldcityhall.com		Contract Manager: Luz Bonano	
Phone: 413-760-2085	Fax: 413-787-0458	E-Mail: luz.bonano@state.ma.us	
Contractor Vendor Code: VG6000192140		Phone: 617-624-5812 Fax: 617-624-5017	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF4200P01502926087	
		RFP/Procurement or Other ID Number: 502925	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>09/30</u> , 20 <u>17</u> . Enter Amendment Amount: \$ <u>440,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☒ X Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option); The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>1,420,550.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ☒ X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation and Duration Change (Must include change to current FY)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , 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 those obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>09/29</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarno</u> Date: <u>12/11/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Sharon Dyer</u> Date: <u> </u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: City Of Springfield.
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192140
CONTRACT #: INTF4200P01502925067

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
Helen Coulton Harris	HHS Commissioner
Pat Burns or Joanne Raleigh	City Comptroller/Deputy
Kathleen Brack	Deputy City Solicitor
Timothy J. Plante	Chief Admin. & Financial Officer
Domenic J. Serino	Mayor

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.

Kathleen Brack
Signature

Date: 12/21/16

Title: Deputy City Solicitor Telephone: 413 787-6179

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: City Of Springfield.
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192140
CONTRACT #: INTF4200P01502925087

PROOF OF AUTHENTICATION OF SIGNATURE

It is required 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): DOMENIC J. SAVINO

Title: Mayor

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, Stephanie A. Liebl (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:

Dec 11, 2016.

My commission expires on:

STEPHANIE A. LIEBL
Notary Public

My Commission Expires September 29, 2017

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:

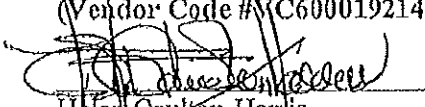
_____, 20____.

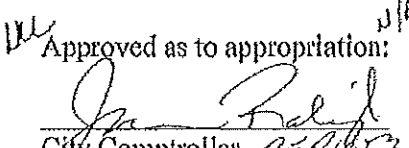
AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH

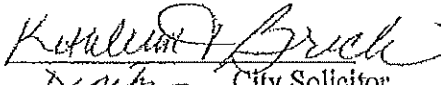
STANDARD CONTRACT AMENDMENT FORM,
Signature page, continued

FOR THE CONTRACTOR,
CITY OF SPRINGFIELD,
acting by and through its
DEPARTMENT OF HEALTH AND HUMAN SERVICES:
(Vendor Code #WC6000192140)

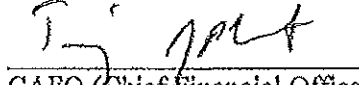

Helen Caution-Harris
Commissioner, Department of Health and Human Services
Date signed: 12/13/2016


Approved as to appropriation: ^{U/A}
City Comptroller, 12/14/16
Date signed: 12/14/16

Approved as to form:


City Solicitor
Date signed: 12/21/16

Reviewed:


CAFO (Chief Financial Officer)
Date Signed: 12/21/16

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: CITY OF SPRINGFIELD - INTF4200P01502925067

Any funds 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 maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

See award letter attached

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

☒ Increase

Include a clear explanation of what the funding change will support in terms of additional services.

The Massachusetts Department of Public Health is increasing your Mass in Motion FY17/FY18 contract by \$440,000.00 to continue work on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant).

☐ Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

☐ Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

Tel: 617-824-8000
www.mass.gov/dph

December 8, 2016

Helen Caulton-Harris
 City of Springfield
 95 State Street, Suite 201
 Springfield, MA 01103

Re: Mass in Motion
 Contract#: INTF4200P01502925067

Dear Ms. Caulton-Harris:

The Massachusetts Department of Public Health is increasing your Mass in Motion FY17 contract to continue work on the State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke grant (1422 Grant).

Your new award is as follows:

Current Maximum Obligation:	\$ 980,550.00
FY17 Increase:	\$ 330,000.00
FY18 Increase:	\$ 110,000.00
Total Maximum Obligation for All Years (FY15-FY18):	\$1,420,550.00

Options to Renew: Yes
 Change of Scope Required: Yes
 Conditions Attached: Yes
 Federal Funds: Yes

This award is subject to funding by the legislature and/or federal grantor. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

Any funds 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 maximum obligation of the contract will automatically be reduced by the

amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

An annual contract performance review process will be conducted for this contract. The contract performance review will include the examination of the results and measures component of the contract as well as overall performance related to the Scope of Service and DPH Contracting Principles.

Program Contact: Melissa Lucien, 617-624-5539, melissa.lucien@state.ma.us
Purchase of Service Contact: Luz Bonano, 617-0624-5812, luz.bonano@state.ma.us

On behalf of the Department, I want to thank you for your continued commitment to improve the health of the people of the Commonwealth.

Sincerely,



Elizabeth Barry
Deputy Director
Bureau of Community Health and Prevention

Cc: Kiah McAndrew-Davis



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

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

Date: 12/8/2016

To: City Of Springfield
Re: Contract # INTF4200P01502925067

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (Preferred BLUE INK). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osd under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

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

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact Luz Bonano at 617-624-5812. An original contract package must be completed by 12/16/2016 and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: Luz Bonano

City of Springfield
Contract # INTF4200P01502925067

Mass In Motion Scope of Work and Contract Conditions
MIM FY16 Max Obligation - \$60,000.00 (July 1, 2015 – June 30, 2016)

SCOPE OF WORK

The purpose of the Mass In Motion Municipal Wellness and Leadership Initiative is to implement local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities. Interventions will focus on healthy eating, active living, and promotion of healthy and safe physical environments. The initiative is municipal led with the creation of a multi-sector partnership to develop and implement the community-level strategies. Grantees will use the funds to transform where their residents live, work, play and go to school so that they can lead healthier, more productive lives. Grantees should focus on reducing disparities and health inequities. Strategies must be consistent with best practices from the Centers for Disease Control and Prevention (CDC) and evidenced-based practice such as recommendations from the Institute of Medicine and Robert Wood Johnson Foundation. Mass In Motion is a multi-faceted initiative and all local strategies as part of the Municipal Wellness and Leadership program must be consistent with state-wide, MDPH lead Mass In Motion efforts.

Examples of comprehensive approaches to healthy eating and active living for community-level strategies include:

Increasing accessibility, availability, affordability and identification of healthful foods in communities by:

- Creating incentives to attract supermarkets or grocery stores to underserved neighborhoods or enabling current small stores in underserved areas to carry healthier, affordable and culturally appropriate food items
- Enhancing accessibility to grocery stores through public safety efforts such as better outdoor lighting and community policing or realigning bus routes or providing other transportation to ensure residents can access supermarkets and grocery stores easily and affordably through public transportation
- Requiring menu labeling in restaurants not covered by federal law
- Offering incentives for restaurants and convenience stores that promote healthier options and/or make healthier options more readily available
- Encouraging use of SNAP and WIC benefits at farmers' markets by obtaining equipment to allow for use of EBT cards and/or leveraging additional funds to match EBT purchases.
- Introducing or modifying land use policies/zoning regulations to promote, expand, and protect potential sites for community gardens and farmers' markets, such as vacant

municipal-owned land or unused parking lots, particularly in underrepresented communities/neighborhoods

- Requiring that plain water be available in municipally operated and administered outdoor areas and facilities and/or adopt building codes to require access to and maintenance of fresh water drinking water foundations
- Establish nutritional standards and guidelines for use at food pantries and meal sites

Reducing access to and consumption of calorie-dense, nutrient poor foods by:

- Implementing zoning designed to limit the density of fast food establishments in residential communities and/or adopt land use and zoning policies that restrict fast food establishments near school grounds and public playgrounds
- Reducing advertising and marketing of calorie-dense, nutrient-poor foods and beverages near school grounds and public places frequently visited by youth
- Creating incentive or recognition programs to encourage grocery stores and convenience stores to reduce point-of-sale marketing of calorie-dense, nutrient-poor foods

Increasing opportunities for physical activity in communities by:

- Adopting joint use agreements to make facilities available for recreational use by children, adults and families
- Establishing a community-wide safe routes to school initiative to increase walking and bicycling to school on a daily basis
- Building and/or maintaining parks and playgrounds that are safe and attractive for playing and in close proximity to residential areas and/or adopt community policing strategies that improve safety and security for park and playground use

Improving the built environment to advance opportunities for healthy living by encouraging walking/bicycling (for transportation and recreation), increasing access to public transportation and improving access to healthy food for people of all ages and abilities by:

- Incorporating health (with measurable goals and objectives) into municipal plans such as comprehensive/master plans, open space plans, etc.
- Conducting Health-Based zoning/ordinance/regulation reviews that assess barriers to active transportation, public transit access, access to healthy food and access to green/open space
- Adopting pedestrian, bicycle and public transit master plans to develop a long-term vision for walking, bicycling and access to public transit that include measurable goals and objectives
- Establishing active design standards/guidelines for use with all new development projects
- Establishing and implementing local "complete streets" policies that include measurable goals and objectives

- Establishing community protocols (including use of Health Impact Assessments) to assess impact of built environment related changes on community health and well being
- Developing healthy community design checklists and establishing cross-disciplinary teams (planning, health, public works, transportation, council on aging) to review and assess all proposed developments

CONTRACT CONDITIONS

Required program components include:

- Collaborate with other DPH funded programs and partners such as Massachusetts Tobacco Cessation and Prevention Program (MTCP), Bureau of Substance Abuse Services (BSAS), Violence and Injury Prevention, Prevention and Wellness Trust Fund (PWTF) and other initiatives to strengthen local policy promotion and creation of healthier communities.
- Apply a health equity lens to local efforts. Target populations and/ or areas at highest risk for overweight, obesity, chronic disease and related negative health outcomes when selecting strategies and engaging partners.
- Support youth development and engagement activities aimed at community improvements/change.
- Each program should have one individual Program Coordinator (at least .5 FTE) who is able to coordinate policy, systems and environmental strategies, multi-sector partnership and grant requirements. Depending on the size of the grant, additional staff or consultants can be funded to work on grant activities.
- Establish and coordinate of a multi-sector partnership to support community-level strategies. The partnership should:
 - Include municipal and community-based partners
 - Be reflective of stakeholders that can impact the selected strategies
 - Ensure inclusion of community members
- Implement a minimum of three community-level strategies that address healthy eating and active living. Grantees must implement strategies that are broad based policy, systems and environmental change strategies aimed at creating conditions to support and reinforce healthy behaviors for people of all ages and abilities and for populations experiencing disparities. Grantees are required to take a comprehensive approach and include both healthy eating and active living strategies in their annual work plan.

Cost categories

- Staff time
- Fringe
- Payroll taxes
- Program supplies
- Travel should primarily be in-state. Out-of-state travel will only be permissible when pre-approved by DPH

- Contractual costs
- Administrative/overhead/Indirect costs of up to 15% for the lead municipality and/or regional agency
- Utilities

Allowable Expenses

To be considered an allowable expense, costs must meet the following general criteria:

- Be necessary and reasonable for proper and efficient operation of the program.
- Be permissible under applicable state and/or federal laws and regulations.
- Be the net amount after applying all applicable credits, such as purchase discounts, project-generated income, and adjustments of overpayments.
- Must not be included as a cost in any other project or grant.

Non-Allowable Expenses

- Supervisor and administrative time should be limited to .1 FTE unless DPH provides prior approval.
- Food expenses outside of food for meetings and trainings or food demos that support work plan strategies (ex. EBT matching dollars, purchase of produce, gift cards, vouchers, coupons etc.)
- Equipment (ex. computers, laptops, cell phones, furniture, construction equipment, playground equipment, gym equipment, etc.) unless DPH provides prior approval.
- Gift cards/coupons/vouchers
- Recipients may not use funds for litigation and/or for directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Fiscal Performance Requirements

- First quarter funds will be released to lead municipality upon 1) DPH receipt of a signed contract and Initial FY15 budget and 2) signatures by authorized signatory and project manager accepting the terms of these contract conditions. Future payments will be issued to the lead municipality on a quarterly basis upon receipt of quarterly expenditure reports and approved workplan.
- Programs will be required to submit quarterly expenditure reports. Reports will be due at the end of each quarter on or before the 31st of the following month (ex. Jan 31st, Apr 30th, Jul 31st etc.). Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Any unspent funds must be returned to DPH at the end of each fiscal year.

- Backup documentation on all expenses such as invoices, receipts and timesheets are required to be kept until end of grant and archived for seven years after contract ends.

Programmatic Performance Requirements

- Programs must complete a comprehensive annual work plan with target (objectives) and milestones using guidelines provided by MDPH. Programs must submit and receive DPH approval of their FY15 work plan with aligned budget before the end of the first quarter (December 31, 2014) in order to receive payment for the second quarter. Revised budgets with a change in key personnel, deviance of more than 15% or significant change of scope will require a budget change request.
- Programs will submit quarterly progress reports on work plan milestones and participate in Mass in Motion evaluation and data collection activities as requested. Reports are due at the end of each quarter on or before the 15th of the following month (ex. Jan 15th, Apr 15th, Jul 15th etc.). Failure to submit reports by required deadline may result in subsequent payments being withheld.
- Programs need to attend required meetings, trainings and webinars. An annual calendar of required meetings, trainings and webinars will be provided.
- Programs will be required to participate in site visits and fiscal audits as deemed necessary by DPH.
- Programs will be required to receive technical assistance deemed necessary by MDPH in order to successfully implement strategies.
- In order to ensure consistent Mass in Motion messaging, programs will be required to work with communications technical assistance providers when seeking earned media opportunities.
- Attribution for DPH funded activities on press releases, flyers etc. should include the Mass in Motion logo and the following language *"This program is funded by Mass in Motion, an initiative of the Massachusetts Department of Public Health."*
- Programs should adopt the MDPH Healthy Meetings and Events Guide for all grant funded meetings and activities. <http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/healthy-meeting-event-guide.pdf>
- Programs will use the Massachusetts Healthy Community Design Toolkit to inform strategies aimed at improving the built environment to advance opportunities for healthy living by encouraging walking/bicycling (for transportation and recreation), increasing access to public transportation and improving access to healthy food for people of all ages and abilities. http://www.pvpc.org/sites/default/files/files/HCDT_2ndEdition_140624_01.pdf

Addendum to Scope

State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant) Scope and Deliverables

Current 1422 FY16 (July 1, 2015 – March 29, 2016) Funds extended until 3/29/16	\$351,200.00
FY2016 1422 Increase: (\$330k 11/1/15 -6/30/16)	\$330,000.00
FY2017 1422 Increase: (\$110k 7/1/15 -9/29/16)	\$110,000.00
Total 1422 Funds:	\$791,200.00

Scope of Work

The purpose of this funding is to support implementation of population-wide and priority population approaches to prevent obesity, diabetes, and heart disease and stroke and reduce health disparities in these areas among adults. There are two components to this funding - Component 1 and Component 2.

Component 1 is to support environmental and system approaches to promote health, support and reinforce healthful behaviors, and build support for lifestyle improvements for the general population and particularly for those with uncontrolled high blood pressure and those at high risk for developing type 2 diabetes. Populations at high risk for type 2 diabetes include those with prediabetes or those who have a sufficient number of risk factors on evidence-based risk tests that put them in a high risk category. Component 1 Policy, Systems, Environmental (PSE) Change Strategies must be aligned with existing MIM PSE strategies.

Component 2 will support health system interventions and community-clinical linkages that focus on the general population and priority populations. Priority populations are those population subgroups with uncontrolled high blood pressure or at high risk for type 2 diabetes who experience racial/ethnic or socioeconomic disparities, including inadequate access to care, poor quality of care, or low income.

Specific grant deliverables include:

Partnership Building

- Develop local partnership to support implementation of grant deliverables

Healthy Eating

- Collaborate with one hospital in their community to support the implementation of the MA nutrition standards in vending machines and cafeteria.
- Participate in the larger regional HCWH Healthy Hospital Initiative (HHI) to align the Enhanced MIM community hospital work to the MA nutrition standards (healthy vending and cafeteria) and share best practices.
- Work with large grocers, small markets and food pantries to increase access to and to promote healthier foods.

Built Environment

- Work with local Councils on Aging and CBOs to implement Keep Moving walking clubs.
- Work with local schools and CBOs to draft and implement joint use agreements.
- Identify and develop maps of current walking trails, in combination with additional data such as Census data on neighborhood poverty and crime data.
- Sign and publicize additional walking routes with emphasis on connectivity between housing, goods and services, and natural resources and coordinate walking path efforts that cross jurisdictional lines.
- Develop and/or implement transportation and community plans that promote walking
- Coordinate Keep Moving Walking Clubs with walking route efforts

Diabetes/Worksites

- Offer at least two DPP sessions per year in the community.
- Send a representative to DPH's statewide network promoting insurance coverage of DPP.
- Recruit worksites to participate in DPH's "PWTF Worksite Wellness Program".

Healthy systems/Quality Improvement

- Identify a quality improvement team
- Team will attend QI training
- Will identify QI initiatives to improve identification and management of hypertension and diabetes
- Implementation of QI strategies to address gaps
- Provide aggregate data for QI work and grant reporting purposes
- Assess gaps in clinical support and identify roles for non-physician team member
- Assess and identify community resources that will assist with population health management
- Assess role of community health worker for patient education and community linkages in practice
- Initiate and implement a bi-directional e-referral systems to community resources
- Team must attend/participate in a monthly meeting/call
- Team must participate in learning sessions
- Team will identify hypertension and/or diabetes lead for grant
- Team must participate in BP train the trainer
- Team must participate in Hypertension CME

Community Health Workers

- Hire CHWs to support patients with HTN, who are at risk for Diabetes and who have Diabetes to improve and manage their health
- Engage CHWs to provide self-management support to patients with HTN
- Engage in appropriate training for CHWs and their supervisors
- Engage in quality improvement activities developed by clinical teams
- Promote the sustainability of CHWs

Pharmacy

- Conduct a pilot around community pharmacist intervention for HTN and diabetes

Evaluation

- Dedicate about 10-12% of their budget for evaluation needs
- Provide de-identified clinical data (EHR) to track QI outcomes/progress
- Work with clinical partner to establish an electronic system for physician referrals to lifestyle change programs in the community
- Report on the number of public institutions, worksites, & hospitals with formal nutrition and beverage standards
- Report the number of retail venues in the community that promote healthier food access through increased availability, and improved pricing, placement and promotion
- Report the number of schools, parks, community centers, trails, playgrounds, worksites, and other sites with shared-use/joint use agreements present in their jurisdiction
- Provide a list of all pharmacies in the grantee's jurisdiction

Fiscal Guidance

- Funds must be equally split 50/50 between Component 1 and Component 2
- 70% of Component 1 funds must be spent on Diabetes related activity
- 30% of Component 1 funds must be spent on HDSP related activity. CDC has directed that these funds go towards strategies to improve nutrition standards.
- 30% of Component 2 funds must be spent on Diabetes related activity
- 70% of Component 2 funds must be spent on HDSP related activity
- Food expenses outside of food for meetings and trainings are non-allowable
- Equipment (ex. computers, laptops, cell phones, furniture, construction equipment, playground equipment, gym equipment, etc.) unless DPH provides prior approval are non-allowable
- Gift cards/coupons/vouchers are non-allowable
- Recipients may not use funds for litigation and/or for directly or indirectly participating in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Strategy Based Funding Guidance

Healthy Retail

- Grant funds cannot be used to purchase equipment or monetary incentives for retailers.

Built Environment

- Grant funds cannot be used to implement recreational programming resulting from joint use agreements.
- Need to coordinate funds for Walk Boston and RPAs that were included in community budget to ensure coordination with state identified funds for the same contractors

- Mode shift goal planning will be accomplished by contracting with the appropriate regional planning agency serving the funded communities. Physical activity targets will be led by DPH epi staff which will coordinate with the community and its contractors (e.g RPA's)

Diabetes Prevention and Workplace Wellness

- Communities cannot pay staff to run Diabetes Prevention Program (DPP) but can (through October 2016) cover or subsidize participant cost.
- DPH will provide course materials as long as we are able (many in stock).
- Funds cannot be used to support salary for registered dietitians to provide nutrition counseling, nor is nutrition counseling considered "lifestyle change".

Health Systems and Quality Improvement

- Cannot pay for Blood pressure monitors
- Cannot pay for gym membership

Community Health Workers

- CHW can be paid for linkages related efforts for both HTN, pre-diabetes and diabetes.
- Communities cannot pay for CHWs to conduct Diabetes or pre-Diabetes related self-management or health education related activities

Pharmacy Intervention

- Pharmacists cannot be paid to deliver the intervention. Community pharmacist is defined as one working in an independent or chain pharmacy. This does not include pharmacists working within a CHC, even if it is a retail 340b pharmacy within a CHC.

Evaluation

- Dedicate about 10-12% of budget for evaluation activities

Addendum to Scope

State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke grant (1422 Grant) Scope and Deliverables

Current 1422 FY16 (July 1, 2015 – March 29, 2016)	\$351,200.00
FY2016 Year 1 Funds Increase: (Dec 28, 2015 – March 29, 2016)	\$24,350.00
Total New Year 1 FY16 1422 funds	\$375,550.00
Other FY2016 1422 Funds (\$330k 11/24/15 -6/30/16)	\$330,000.00
FY2017 1422: (\$110k 7/1/15 -9/29/16)	\$110,000.00
Total 1422 Funds:	\$815,550.000

Scope of Work

WalkBoston and their design consultant will develop a pilot pedestrian wayfinding program in a discrete study area or areas in Springfield. The wayfinding program will be designed to encourage utilitarian walking. The wayfinding program will be specific to a community's needs, neighborhood features, existing infrastructure, and existing signage programs. The program will include:

- 1) Identifying the most effective sign locations within the pilot area to promote increased walking by identifying locations for 1) signs that reduce pedestrian confusing and make it easier to navigate and 2) signs that identify destinations and delineates the time it takes to walk to each location. Destinations may include community landmarks, downtown centers, transit stations/stops, institutions, healthy markets, community centers, and other places of interest.
- 2) Revise WalkBoston's existing sign template to best serve Springfield's need. Work with the community to determine which installation method is most appropriate and create the resulting signs.
- 3) Work with community partners to develop an evaluation method to gauge whether the signage program is effective in promoting walking.

Addendum 2 to Scope

Date: 12/7/2016 - 6/30/2017

Account: 4570-1559F - \$165,000.00

Account: 4570-1559E - \$165,000.00

Date: 7/1/2017 - 9/29/2017

Account: 4570-1559F - \$55,000.00

Account: 4570-1559E - \$55,000.00

Scope: Local programs will develop year 3 annual workplans that meet Component 1 and 2 requirements. Component 1: Each sub-awardee will develop and implement policy, systems and environmental changes to promote healthy eating, active living and lifestyle changes. Component 2: Each sub-awardee will promote systems change in clinical settings and increasing linkages between clinical and community settings.

FY15 Total Maximum Obligation: \$ 45,000.00

FY16 Total Maximum Obligation: \$ 765,550.00

FY17 Total Maximum Obligation: \$ 500,000.00

FY18 Total Maximum Obligation: \$ 110,000.00

Total Maximum Obligation For All Years (FY15-FY18): \$1,420,550.00

SIGNATURES REQUIRED FOR CONTRACT EXECUTION

We have read and understand the scope of service and contract conditions for the Mass in Motion grant. We are aware that this grant will be reauthorized for a term of 2 years 9 months pending appropriation.

Municipality:

City of Springfield

1. Authorized Signatory:

Print Name Helen Coulton-HarrisTitle COMMISSIONERSign: [Signature]Date 12/22/2016

2. Mass in Motion Coordinator/Grant Manager:

Print Name Benjamin L. Bland IIITitle Mass in Motion Program CoordinatorSign: [Signature]Date 12/13/2016

We have read and understand the scope of service and contract conditions for the 1422 grant.

3. 1422/Grant Manager:

Print Name Kirk Mastroianni D.V.F.Title Program Director - 1422Sign: [Signature]Date 12/13/2016



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3812

4

FY17 State Aid to Public Library- No Match Required \$281,477.10 (Mayor Sarno)

WHEREAS, the Library Department has been awarded State Aid to Public Libraries of \$281,477.10 From the Commonwealth of Massachusetts Board of Library Commissioners; and

WHEREAS, the State Aid to the Public Libraries is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth. The Board also strives to provide every resident of the Commonwealth with full and equal access to the library information resources regardless of geographic locations, social or economic status, age, level of physical or intellectual ability or cultural background; and

WHEREAS, the Department intends to use the state aid to provide funding for, Printing and Binding, Library Materials, Library programs, Professional Development, and Salary and Wages; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation.

FY17 State Aid to Public Library - No Match Required \$281,477.10

Order (ID # 3812)

Meeting of January 9, 2017

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 12/13/16

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828 x290

Name and Title of Person to Contact in Case of Questions Carol Leaders, Bus Mgr

Was this Grant previously setup for a prior fiscal year? Y

If yes, please indicate your previous project number: 83816

If this is a new Grant, have you filled out the "Approval to apply for a grant" Form? (Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City Massachusetts Board of Library Commissioners

Private/Other

Grant Name: MBLC FY'17 State Aid

Total Grant Amount Awarded: ~~\$28,477.10~~

\$281,477.10

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28386105

Object Codes: 501000; 503000; 506000; 521015; 521020; 524030; 527010; 527030;
529100; 530105; 531010; 531020; 531200; 531740; 534100; 534200; 542300; 551300;
551400; 551700; 569200; 571100; 580500; 580600; 572100

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Molly Fogarty
Signature

12/13/16
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Is this a Reimbursable Grant? (Y/N)

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 12/8/16

Board Approval Date

Start Date 12/8/16

Expiration Date none

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?
(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

December 8, 2016

Stephen Cary, Trustee Chair
87 Pinewood Ave.
Springfield, MA 01108

re: Springfield City Library

On December 1, 2016, the Board of Library Commissioners certified the City of Springfield to participate in the FY2017 State Aid to Public Libraries Program. In doing so, the Board reviewed the library's FY2016 compliance with Minimum Standards for Free Public Library Service and the municipality's FY2017 compliance with the Municipal Appropriation Requirement.

For FY2017, there will be two State Aid to Public Libraries award payments. Each payment will represent approximately half of the total annual award, depending on budget conditions.

In the next few weeks, the State Treasurer's office will issue the first State Aid to Public Libraries award payment to the City of Springfield in the following amounts as an electronic transfer:

FY2017 Library Incentive Grant (LIG)	\$ 51,051.09
FY2017 Municipal Equalization Grant (MEG)	\$ 85,558.73
FY2017 Nonresident Circulation Offset (NRC)	\$ 4,128.73
Total	\$140,738.55

The second payment will be sent to the City of Springfield by the last quarter of FY2017.

Multiple payments are necessary due to the state's incremental allotment of State Aid to Public Library funds for distribution to cities and towns throughout the year.

State Aid to Public Libraries may not be used toward meeting the Municipal Appropriation Requirement, as stated in Chapter 133, Acts of 2016 of the Massachusetts Legislature. Annual state budget language also requires that "any payment made under this item shall be deposited with the treasurer of the city or town and held as a separate account and shall be expended by the public library of such city or town without appropriation" (Ch. 133, Acts of 2016).

Sincerely,

Dianne L. Carty
Director

Enclosures: Ch. 133, Acts of 2016, FY2017 State Aid to Public Libraries Fact Sheet
cc: Springfield City Library, Springfield
Treasurer, the City of Springfield

Massachusetts Board of Library Commissioners
98 N. Washington St., Suite 401, Boston, MA 02114
P:800-952-7403(in-state only)
P:617-725-1860
F:617-725-0140

mass.gov/libraries
(consumer portal)

mass.gov/mbic
(agency site)



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3813

5

Mass Multi-City Young Children's Mental Health System of Care (SOC) Planning Project - No Match Required \$198,000 (Mayor Sarno)

WHEREAS, the Health and Human Services Department ("Department") has been awarded Mass Multi-City Young Children's Mental Health System of Care (SOC) Planning Project" grant of \$198,000.00 from the Boston Public Health Commission and

WHEREAS, the purpose of the grant is to develop strategic plans to improve local services for children ages 0-9 with serious emotional disturbances and their families.

WHEREAS, the Department intends to use the grant funds to provide eligible parents stipends, transportation and childcare. The grant funds will also be used for travel reimbursement, consultant fee, clerical support, focus group stipends and food.

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Mass Multi-City Young Children's Mental Health System of Care (SOC) Planning Project - No Match Required \$198,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 12/12/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: 16936

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Xx Private/Other

Grant Name: Multi-City

Total Grant Amount Awarded: \$ 198,000.00

Is this a Reimbursable Grant?

(Y/N) Yes

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Boston Public Health Commission
Contact Person	Mira Kelsey
Street Address	100 Massachusetts Avenue, 2 nd Floor
City, State, Zip Code	Boston, MA 02118
Telephone	(617) 534-2840 (office)
Fax	
E-Mail	mkelsey@bphc.org

Actual Award Date 9/1/2016

Board Approval Date

Start Date 9/1/2016

Expiration Date 10/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Multi City Young Children's Mental Health

Comments re: Conditions/Restrictions of Grant

See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Monthly MONTHLY

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 269565200

Object Codes:

501000/517010/517020/530105/531020/542010/551700/569300/571100/575700

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature

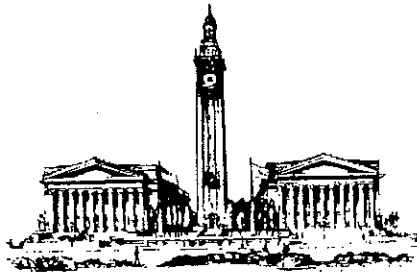
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Kathleen T. Breck
Deputy City Solicitor
Law Department
36 Court Street, Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

TO: The Boston Public Health Commission
FROM: Kathleen T. Breck, Deputy City Solicitor, City of Springfield, MA.
DATE: October 4, 2016

**Certificate of Authority to Sign a City of Springfield/Health and Human Services Contract
with the Boston Public Health Commission**

To the Boston Public Health Commission:

I am a Deputy City Solicitor for the City of Springfield, MA., and I am familiar with the laws and regulations regarding the signatures required for contracts entered into by the City and its Department of Health and Human Services.

I have reviewed the Contract between the Boston Public Health Commission and the City of Springfield, MA., acting by and through its Department of Health and Human Services, and I hereby certify that the following City officials, *collectively*, have authority to bind the City to this Contract:

- *Dept. Head: Ms. Helen Caulton-Harris, Commissioner, Dept. of Health and Human Services
- *City Comptroller: Patrick Burns or his designee, including Joanne Raleigh
- *City Solicitor: Edward M. Pikula or his designee, including Atty. Peter Fenton and Deputy City Solicitor Kathleen T. Breck
- *Mayor Domenic J. Sarno.

The Contract and Supplemental City signature page bear the signatures of these City officials, and upon execution by the Boston Public Health Commission, the Contract will be binding upon the City of Springfield.

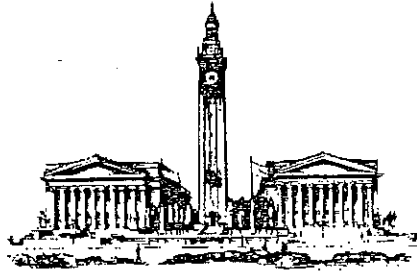
Please contact me with any questions concerning this Certificate of Authority.

Sincerely,

Kathleen T. Breck
Deputy City Solicitor

Kathleen T. Breck
Deputy City Solicitor

Law Department
36 Court Street, Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

TO: The Boston Public Health Commission
FROM: Kathleen T. Breck, Deputy City Solicitor, City of Springfield, MA.
DATE: October 4, 2016

**Certificate of Authority to Sign a City of Springfield/Health and Human Services Contract
with the Boston Public Health Commission**

To the Boston Public Health Commission:

I am a Deputy City Solicitor for the City of Springfield, MA., and I am familiar with the laws and regulations regarding the signatures required for contracts entered into by the City and its Department of Health and Human Services.

I have reviewed the Contract between the Boston Public Health Commission and the City of Springfield, MA., acting by and through its Department of Health and Human Services, and I hereby certify that the following City officials, *collectively*, have authority to bind the City to this Contract:

- *Dept. Head: Ms. Helen Caulton-Harris, Commissioner, Dept. of Health and Human Services
- *City Comptroller: Patrick Burns or his designee, including Joanne Raleigh
- *City Solicitor: Edward M. Pikula or his designee, including Atty. Peter Fenton and Deputy City Solicitor Kathleen T. Breck
- *Mayor Domenic J. Sarno.

The Contract and Supplemental City signature page bear the signatures of these City officials, and upon execution by the Boston Public Health Commission, the Contract will be binding upon the City of Springfield.

Please contact me with any questions concerning this Certificate of Authority.

Sincerely,

Kathleen T. Breck
Deputy City Solicitor



**JOBS AND LIVING WAGE ORDINANCE
THE LIVING WAGE DIVISION (617) 534-4322**

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the Boston Public Health Commission must comply with the provisions of the Boston Public Health Commission and Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage** which is **\$14.23 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption form Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT:

Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting. The Living Wage Administrator, The Living Wage Division of the Boston Public Health Commission, telephone: (617) 534-4322, facsimile: (617) 534-4255, or your Contracting Department.

PART I: VENDOR INFORMATION:

Name of Vendor: City of Springfield

Contact Person: Helen Caulton-Harris

Address: 1145 Main Street, Suite 208, Springfield, MA 01103
Street City State Zip

Telephone #: 413-787-6741 Fax #: 413-787-6458

E-Mail Address: hcaulton@springfieldcityhall.com

PART II: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:

Young Children's Mental Health

Contracting Department: Boston Public Health Commission

Revised on 06/22/2016

Attachment: Multi-City Grant (3813 : FY17 Mass Multi City Grant- No Match Required \$198,000)

Revised on 06/22/2016

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

I hereby request an Exemption from the Boston Jobs and Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐ N/A The construction contract awarded by the Boston Public Health Commission is subject to the state prevailing wage law; and

☐ N/A Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐ N/A Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

☐ N/A Assistance awarded to vendors who provide services to the City and are awarded to vendors who provided trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Any Vendor who qualifies may request and Exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

PART IV: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE:

1. Your company or organization is: check one:
☐ For Profit
☒ Not For Profit
 2. Total number of "FTE" employees which you employ: 60
 3. Total number of employees who will be assigned to work on the above-stated contract: 1
 4. Do you anticipate hiring any additional employees to perform the work of the Service Contract? ☐ Yes ☒ No
- If yes, how many additional F.T.E.s do you plan to hire? _____

Please answer the following questions regarding your company or organization:

PART III: ADDITIONAL INFORMATION:

Length of Contract: ☒ 1 year ☐ 2 years ☐ 3 years Other: _____ (Years)

Start Date of Contract: 10/01/2016 End Date of Contract: 9/30/2017





Form LW-8

PART V: GENERAL WAIVER REASON (S):

I hereby request a General Waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my (check one):

☐ Service Contract

☐ Subcontract

Violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which make compliance with the Boston Public Health Commission and Living Wage Ordinance unlawful:

GENERAL WAIVER ATTACHMENTS:

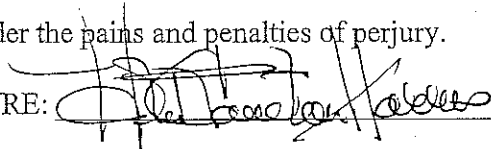
Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

PART VI: VENDOR AFFIDAVIT:

I, Helen R. Caulton Harris a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: 

DATE: 10/17/2016

PRINTED NAME: Helen R. Caulton Harris

TITLE: Commissioner

**Transparency Act – Executive Compensation & Subaward
Reporting Information Contract Attachment**

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant Equal to or Greater than \$25,000.00. (BPHC's Grants Administration Policy requires all sub-awards funded by FFATA applicable grants to fill out the FFATA contract attachment regardless of the award amount)

Pursuant to A-133(Section .205(h) and Section .205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods.

(FFATA required information)

- a. Name of entity receiving award City of Springfield
 - b. Amount of award \$ 198,000
 - c. Funding agency Boston Public Health Commission (BPHC)
 - d. NAICS code for contracts / CFDA program number for grants _____
 - e. Program source Boston Public Health Commission (BPHC)
 - f. Award title descriptive of the purpose of the funding action Young Children's Mental Health
 - g. Location of the entity (including congressional district)
Location: Springfield, MA 01103
 - Congressional district: 1st Congressional District
 - h. Place of performance N/A if same as (g) (including congressional district)
Place of performance City of Springfield, MA
Congressional district: 1st Congressional District
 - i. Unique identifier of the entity and its parent; (DUNS#) 198910523
 - j. Total compensation and names of top five executives (same thresholds as for primes)
2. The Total Compensation and Names of the top five executives if:
- a. More than 80% of annual gross revenues from the federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

**Transparency Act – Executive Compensation & Subaward
Reporting Information Contract Attachment**

Executive Compensation Form

Please list the names and total compensation of the five most highly compensated officers of the entity if

- 1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and
- 2) \$25,000,000 or more in annual gross revenues from Federal awards and
- 3) the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b) (1).

- 1) _____ / Compensation _____
- 2) _____ Compensation _____
- 3) _____ Compensation _____
- 4) _____ Compensation _____
- 5) _____ Compensation _____

If the contractor does not meet these criteria, it does not have to complete this report and can check this box to confirm that.

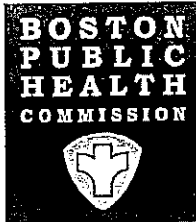
☐

Please sign this form and return it with your BPHC contract package.

Authorized Signatory: _____ Date _____

Classified information is exempt from the prime and subaward reporting requirement as are contracts with individuals.

Definitions for data elements may be found beginning October 1, 2010 at the data dictionaries maintained on www.fsrs.gov



CRIMINAL OFFENDER RECORD INFORMATION CERTIFICATION

In order to ensure that employees or other persons regularly providing client or support services in any program or facility of the Boston Public Health Commission ("BPHC") or in vendor agency programs funded by BPHC are appropriate for serving in their positions, a Criminal Offender Record Information (CORI) check shall be performed on candidates for positions in such programs or facilities, as provided in 105 CMR 950.00. It is the policy of BPHC and the Department of Public Health that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by BPHC and the Department of Public Health and its vendor agencies.

Prior to entering into a contract with the Boston Public Health Commission, an independent contractor which includes any sub-contractors/employees who may have contact with Boston Public Health Commission client(s) must consent to a CORI check or provide the Boston Public Health Commission with a current official CORI report. All CORI reports are subject to review and approval by the Office of the General Counsel of the Boston Public Health Commission before approval of the contract.

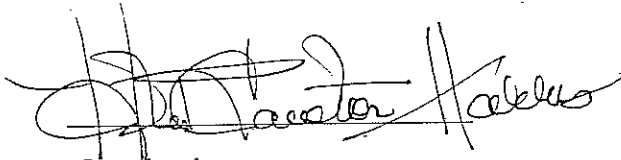
____ ("Contractor") hereby certify and affirm that a CORI check has been performed on all of its employees, vendors, agents, and/or subcontractors who may have contact with clients of BPHC or who receives funds by BPHC to provide services to its clients. Contractor further certifies and affirms that such employees are without convictions of certain crimes that pose an unacceptable risk to the vulnerable population served by BPHC.

The Contractor further agrees that all employees hired, agents, and vendors contracted with after the date of this agreement who will perform services on behalf of Contractor to vulnerable populations served by BPHC shall receive a CORI check prior to performing any services to vulnerable populations served by BPHC. Upon request by BPHC, the Contractor shall provide BPHC with documentation, subject to the approval of General Counsel of BPHC, demonstrating that a CORI report has been performed on each of its employees, agents or vendors.

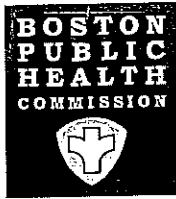
Contractor Signature: _____

Title: _____

Date: _____


 Commissioner

 10/17/2016



Form LW-2

**JOBS AND LIVING WAGE ORDINANCE
THE LIVING WAGE DIVISION (617) 534-4322
COVERED VENDORS LIVING WAGE AGREEMENT**

At the same time the Boston Public Health Commission awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the Public Health Commission, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the Public Health Commission at the time the Subcontract is executed, also agreeing to the following conditions:

PART I: Covered Vendor (or Subcontractor) Information:

Name of Vendor: Justin Chellman

Contact Person: Justin Chellman

Address: 1145 Main Street, Ste 208, Springfield, MA 01103
Street City State Zip

Telephone #: 413-787-6724 Fax #: 413-787-6458

E-Mail Address: jchellman@springfieldcityhall.com

PART II: Name of the program or project under which the Contract or Subcontract is being awarded: Young Children's Mental Health

PART III Workforce Profile of Covered Employees paid by the Service Contract or Subcontract: See Attached

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

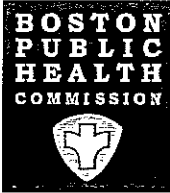
JOB TITLE	< \$14.23 p/h	\$14.23 p/h	\$15.01 p/h	> \$20.01 p/h
Local Coordinator- J Chellman				

B. Total number of Covered Employees: 1

C. Number of Covered Employees who are Boston residents: 0

D. Number of Covered Employees who are minorities: 0

E. Number of Covered Employees who are women: 0



Form LW-2

PART IV: Covered Vendor's Past Efforts and Future Goals (Use additional sheets of paper if necessary in answering any of these questions):

Describe your past efforts and future goals to hire low and moderate income Boston residents:

City of Springfield will not hire Boston Residents for this project

Describe your past efforts and future goals to train Covered Employees:

Local Coordinator / Subcontractor has sufficient skills to manage workplan

Describe the potential for advancement and raises for Covered Employees:

No advancement planned unless 'another' position is funded

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

PART V Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
Justin Chellman	1145 Main Street, 208, Springfield, MA 01103	\$47,000



Form LW-2

NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department with three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling the Living Wage Administrator, the Living Wage Division of the Boston Public Health Commission telephone at (617) 534-4322 or your Contracting Department.

PART VI: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is not sufficient:

I, (print or type) Helen R. Caulton-Harris (Authorized Representative of the Covered Vendor) on behalf of (print or type) City of Springfield
(Name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs and Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this Covered Vendor Agreement is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

SIGNATURE:

DATE: 10/17/2016PRINTED NAME: Helen R. Caulton HarrisTITLE: Commissioner

(30) days after the act or material omission by BPHC. Contractor shall not have the option to accelerate at will.

ARTICLE IX – ASSIGNMENT

Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of BPHC. BPHC reserves the right to delegate, assign or otherwise transfer any interest in this Contract to another entity for purposes of contract administration without further notice to Contractor.

ARTICLE X – COMPLIANCE WITH LAWS, BPHC POLICIES, GRANT REQUIREMENTS AND PUBLIC POLICY

a) This Contract is subject to all laws of the Commonwealth of Massachusetts and, where applicable, is governed by M.G.L. c. 106 §§2-102, et seq.

b) Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City of Boston, the Commonwealth of Massachusetts or any state or federal governmental agency with proper jurisdiction and shall insure that all specifications, goods or services acquired or performed hereunder adheres to all applicable regulations. Contractor agrees and certifies that it is authorized and/or licensed to perform the services required by this Contract and that it will secure such authorization and/or licensure for so long as it is bound to perform under the terms of this Contract.

c) Contractor shall, where applicable, maintain during the term of this Contract such Workmen's Compensation insurance as may be reasonably necessary to protect Contractor from claims under M.G.L. c.152 (the Workmen's Compensation Law).

d) Contractor shall not discriminate against any individual because of gender, race, religious creed, national origin, age, disability or sexual orientation in connection with the performance of services under this Contract. Contractor shall post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

e) Contractor shall not act in collusion with any BPHC officer, agent, assign, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which BPHC has a direct and substantial interest in violation of M.G.L. c. 268A (the Conflict of Interest Law).

f) Pursuant to M.G.L. c. 62C, Section 49A, the Contractor certifies under the penalties of perjury that Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

g) Contractor shall keep himself fully informed of all City of Boston Ordinances, all BPHC Regulations or policies and any state and federal laws that in any manner affects the services herein specified. Contractor shall at all times observe and comply with said ordinances, regulations/policies or laws, and shall protect and indemnify the BPHC its officers, agents, assigns and employees against any claim or liability arising from or based on any violation of such ordinances, regulations or laws.

~~h) In addition to its obligations under section g, the Contractor, where applicable, shall specifically comply with the City of Boston's Healthy Options Beverage Standards, which is incorporated into the contract by reference. The Contractor understands and agrees that compliance with those standards is required by the City of Boston's April 7, 2011 Executive Order Relative to Healthy Beverage Options. In pertinent part, the Order Relative to Healthy Beverage Options is applicable to all vending machine services, City-managed food or beverage services programs, contracted food or beverage services, food or beverage procurement, leases and other agreements for food or beverage concessions in or around City-owned buildings.~~

i) This contract is also subject to BPHC's Food Service and Catering Policy, which is incorporated herein by reference. This Policy applies to the purchase and service of food and/or beverages at all BPHC funded events and programs, regardless of the internal source of funding that supports the event. A copy of the policy can be made available upon request.

j) In addition to its obligations to comply with any applicable federal or state laws under section g, the Contractor shall also comply with the requirements of any federal, state or city grant that supports this contract. In particular, the Contractor must comply with all applicable grant reporting requirements and must provide appropriate supporting backup for any invoices submitted to BPHC for payment. Any waiver of these grant requirements by BPHC shall not prejudice BPHC's right to strictly require compliance with this

section at any time during the life of the contract. In addition, if applicable, the Contractor shall comply with all grant requirements of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Federal Funding Accountability and Transparency Act ("FFATA").

k) BPHC will not purchase goods or services from a Contractor who is currently either disbarred or suspended from doing business with the United States government. The Contractor hereby certifies that they are not on the Federal Excluded Parties List System and they are not disbarred or suspended from federal contracting. If the Contractor is disbarred or suspended from federal contracting during the period of this contract, the Contractor must notify BPHC in writing within fifteen (15) days of such occurrence. In the event the Contractor is disbarred or suspended from federal contracting, BPHC shall have the right to modify or terminate this agreement at its discretion.

l) All vendors, who are federally funded subrecipients, must provide: 1) a Data Universal Numbering System (DUNS) number, and 2), for all vendors subject to OMB Circular A-133, annually, a copy of their most recent A-133 audit report.

ARTICLE XI – MISCELLANEOUS

a) All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by BPHC and Contractor.

b) Any waiver, expressed or implied, by BPHC of any rights, terms or conditions of the Contract shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

c) Contractor acknowledges that any and all products created pursuant to this contract shall be the exclusive property of BPHC. Contractor shall not use or publish or cause to be used or published any reports or any other printed material in relation to the services performed hereunder without written authorization from BPHC. Where such authorization is given, Contractor shall appropriately acknowledge the collaboration and support of the BPHC.

d) In the event of any dispute concerning the meaning or application of this contract, any such dispute shall be resolved pursuant to the laws of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts in Suffolk County or the United States Federal Court sitting in Boston, MA.

e) Neither party shall be liable to the other or be deemed to be in breach of the Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

f) If any provision of this Contract is declared or found to be illegal, unenforceable, or void, both parties shall be relieved of all obligations under such provision. The remainder of the Contract shall be enforced to the fullest extent permissible by law.

ARTICLE XII – AVAILABLE APPROPRIATION

This Contract is subject to the availability of an appropriation therefore. BPHC retains the right to reduce the amount of this Contract or terminate it if funding for the Contract is reduced or eliminated. This expressly includes any contracts that are funded in whole or in part by any grant funding received by BPHC.

ARTICLE XIII – RELEASE OF BPHC ON FINAL PAYMENT

Acceptance by Contractor of final payment from BPHC under this Contract shall be deemed to release forever BPHC from all claims and liabilities, except those which Contractor notifies BPHC in writing within three (3) months after such payment.

ARTICLE XIV – TERMINATION OR CANCELLATION

This Contract may be terminated by the BPHC for any breach of its terms by the Contractor, for convenience, or for any other ground stated elsewhere in this contract. All obligations which are executory on both sides shall be discharged upon termination. Any rights based on prior breach of performance shall survive. The terms of the Contract shall survive its termination for the purposes of (1) resolving any claims and (2) warranties. This Contract may be cancelled by the BPHC and will have the same effect as termination except that the BPHC shall retain any remedy for breach of the whole contract or any unperformed balance. Notice of termination or cancellation shall be given to the Contractor at the address supplied on the Request

for Contract/Standard Contract Cover Page by regular mail and shall be effective on mailing. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

ARTICLE XV – WARRANTIES

Contractor makes all warranties as are applicable under M.G.L. c. 106 §2-313, the Warranty of Title, M.G.L. c. 106 §2-313, Express Warranties as by affirmation, promise, description and/or sample, M.G.L. c. 106 §2-314, the implied warranties of merchantability or by usage of trade, and M.G.L. c. 106 §2-315, implied warranty of fitness for a particular purpose.

ARTICLE XVI – CONFIDENTIALITY

Contractor shall comply with all applicable federal, state and local laws and regulations relating to confidentiality and privacy. Contractor shall inform each of its employees or agents having any involvement with personal data or other confidential data of the laws and regulations relating to confidentiality and shall ensure their compliance.

ARTICLE XVII – Criminal Offender Record Information (CORI) CHECK

In order to ensure that employees and independent contractors who have unsupervised contact with client(s) are appropriate for serving their position in any program or facility of BPHC or any vendor agency programs funded by BPHC, a Criminal Offender Record Information (“CORI”) check must be performed on candidates and/or independent contractor(s) as provided in 105 CMR 950.00. It is the policy of BPHC that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by BPHC and its vendor agencies.

Contractor and any subcontractors/employees who may have unsupervised contact with BPHC client(s) shall consent to a CORI check or provide the BPHC with a current official CORI report. All CORI reports are subject to review and approval by the BPHC before approval of the Contract.

ARTICLE XVIII – ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the BPHC and Contractor and supersedes any and all oral agreements and negotiations between BPHC and Contractor relating to the subject matter contained herein.

The BPHC and Contractor hereby cause this instrument to be executed by their duly authorized representatives as of the day first written above.

BOSTON PUBLIC HEALTH COMMISSION

CONTRACTOR

By: _____

By: _____

Huy Nguyen, MD, Medical Director and
Interim Executive Director

Printed Name: Domenic J. Sarno

Date: ____ / ____ / ____

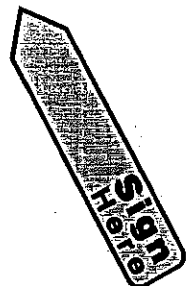
Title: Mayor

Date: ____ / ____ / ____

Approved as to form:

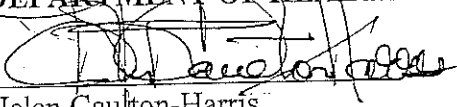
Office of General Counsel
Boston Public Health Commission

Date: ____ / ____ / ____

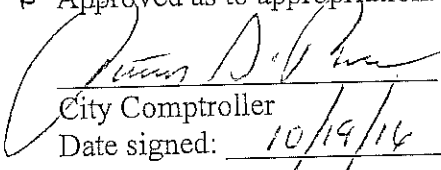


Contractor signature page, continued:

FOR THE CONTRACTOR,
CITY OF SPRINGFIELD,
acting by and through its
DEPARTMENT OF HEALTH AND HUMAN SERVICES:

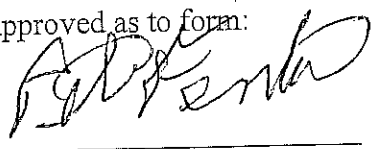

Helen Caulton-Harris
Director, Department of Health and Human Services
Date signed: _____

W Approved as to appropriation: ^{N/A}


City Comptroller

Date signed: 10/19/14

Approved as to form:


City Solicitor

Date signed: 10-20-14

**ADDENDUM TO BOSTON PUBLIC HEALTH COMMISSION
CONTRACT FOR MASS. MULTI-CITY YOUNG CHILDREN'S
MENTAL HEALTH SYSTEM OF CARE (SOC) PROJECT,
WITH THE CITY OF SPRINGFIELD
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The Boston Public Health Commission and the City of Springfield, MA., acting by and through its Department of Health and Human Services, agree that the terms of the attached Contract are revised as follows:

- 1) Article III, TIME, as amended by adding the following sentence at the end of the paragraph:

"Upon execution by all parties, the Contract shall be effect from October 1, 2016, and shall not extend beyond September 30, 2017, unless the period of performance is extended by written amendment of Agreement signed by all parties."

- 2) Article VI, ASSUMPTION OF LOSS AND LIABILITY, is amended as follows:

- (i) Subsection (d), 2nd line, is amended by deleting the phrase "arising from any act or omission", and replacing it with the following phrase:

"to the extent directly caused by any negligent or intentional act or omission, subject to Article VI(f) below,"...

- (ii) Subsection (e) is amended by adding the following sentence at the end of the paragraph:

~~*"The BPHC acknowledges that the City of Springfield, MA., and its department of Health and Human Services, are self-insured, and accepts the City's letter of self-insurance, attached hereto, as proof of compliance with this paragraph."
(See attached Self-Insured Letter).*~~

- (iii) Subsection (f), is amended by adding the following language at the end of the paragraph:

"BPHC acknowledges that the City of Springfield, and the Springfield Health and Human Services department, their officers, agents and employees, are subject to all provisions of M.G.L. c. 258, including but not limited to the liability limitations for governmental entities."

3) Article X, COMPLIANCE WITH LAWS..... is amended as follows:

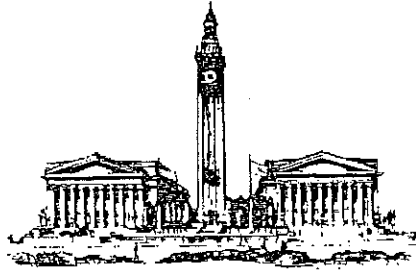
(i) Subsection (c) is amended by adding the following sentence at the end of the paragraph:

*"The BPHC acknowledges that the City of Springfield, MA., and its department of Health and Human Services, are self-insured, and accepts the City's letter of self-insurance, attached hereto, as proof of compliance with this paragraph."
(See attached Self-Insured Letter).*

(ii) Subsection (g), line 5, is amended by deleting the phrase "arising from or based on any violation of such ordinances, regulations or laws", and replacing it with the following phrase:

"to the extent directly caused by any negligent or intentional violation of such ordinances, regulations or laws, subject to Article VI(f)."...

Kathleen T. Breck
Deputy City Solicitor
Law Department
36 Court Street, Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

TO: Boston Public Health Commission
FROM: Kathleen T. Breck, Deputy City Solicitor, City of Springfield, MA.
RE: Self-Insurance Letter for the City of Springfield
DATE: October 4, 2016

This letter is being offered in lieu of an insurance certificate for the City of Springfield, MA., and its Department of Health and Human Services ("HHS"), in connection with a Contract with the Boston Public Health Commission, for HHS to provide services pursuant to the *Massachusetts Multi-City Young Children's Mental Health System of Care (SOC) Project*.

Please be advised that the City of Springfield is a self-insured municipal corporation, including worker's compensation insurance. As a self-insured municipal corporation, the City has assets with which to cover claims within its statutory limits, for personal injury and property damage which may be determined to be the City's responsibility, as well as for workers' compensation for City employees. The City's liability for personal injury and property damage is governed by state law, Mass. Gen. Laws ch. 258.

The City's Department of Health and Human Services ("HHS"), is a City department which is covered by the City's self-insured status.

Please contact me with any questions regarding this letter.

Sincerely,

A handwritten signature in cursive script, reading 'Kathleen T. Breck', is written over a horizontal line.

Kathleen T. Breck
Deputy City Solicitor

Cc: Ms. Helen Caulton-Harris, Director, HHS

This agreement is entered into to specify the terms and conditions for the **Boston Public Health Commission** (hereinafter "BPHC"), located at 1010 Massachusetts Avenue, Boston MA 02118 and **Springfield Health and Human Services**; located at 1145 Main Street, Springfield, MA 01103.

Proposed Scope of Work

The *Massachusetts Multi-City Young Children's Mental Health System of Care (SOC) Project* brings together the state's three largest cities (Boston, Worcester and Springfield) and several state agencies to implement the strategic plan developed through our SAMHSA-funded SOC Planning Project. The lead agency is the Boston Public Health Commission, the city's health department. The project has a two-fold purpose. (a) *In the three cities*, to expand and strengthen the system of care to better engage the primarily local institutions which already serve young children, ensure early detection and appropriate intervention for children up to age 6, better serve the families of young children with serious emotional disturbances and provide a detailed roadmap for integrating efforts across the multiple sectors that engage young children and families. (b) *Statewide*, to demonstrate a replicable and sustainable model for local mental health service delivery that is integrated with the existing state system, and use lessons learned from the project to influence major statewide improvements in the system of care for young children with serious emotional disturbances and their families. The Young Children's SOC Project represents a partnership among the state's three largest cities – Boston, Springfield and Worcester, which together are home to nearly one million residents.

The Springfield Health Department (SHD) will serve as the lead agency in the Springfield Young Children's System of Care (YCSOC). There are three primary roles for the lead agency: 1. build/maintain a young children's mental health system of care in Springfield, 2. manage a contract with a community mental health services provider, Gandara Center, to implement the direct service component of the grant for young children in Springfield, and 3. ensure grant guidelines are met by all partners and subcontractors.

Springfield Health Department will receive funding from BPHC for:

1. Build/maintain a young children's mental health system of care in Springfield:

A. **Employ a YCSOC Local Coordinator:**

The Local Coordinator (at least .5 FTE) will provide resource linkages and will connect families to community services for young children. (See Job Description.)

- i. The Springfield SOC Coordinator will visit child-serving agencies to make presentations on the SOC and how agencies and staff can become participants.
- ii. The SOC Coordinator will support the clinician/Family Partner team in conducting outreach in health centers, early education programs and other locations where our target population and those serving them are found.

B. **Administer budget:**

- i. Ensure SOC Staff are reimbursed for travel to all YCSOC related meetings and events, including but not limited to: Family Engagement Steering Committee meetings, Program Oversight meetings, and System of Care meetings.
- ii. Ensure SOC Staff have appropriate materials including but not limited to: Computers, printers, and office supplies (pens, paper, flipcharts, post-it notes, binders, name tags, file folders).
- iii. Ensure the YCSOC Coordinator arranges or facilitates training to promote workforce development on early childhood social and emotional health and trauma informed practice for identified parent leaders.

C. Professional Development:

- i. The YCSOC Coordinator will lead a strengths/weaknesses/opportunities/threats analysis to develop a Professional Development Strategic Plan completed by month 7 (and updated quarterly) to identify high-priority training needs and opportunities providers in other child-serving agencies in the community (schools, early childhood education, primary care, mental health care). For example, the assessment might identify evidence-based practices targeting trauma-exposed children 0-3, or transitional services for children who have “aged out” of Early Intervention, or effective methods for engaging and serving newer immigrant families as critical training needs. This plan will form the basis for the project’s training activities, and will be reviewed and updated regularly.
- ii. Ensure Springfield is represented in learning community activities facilitated by BPHC including:
 - a. engaging mental health providers, focused on integration of mental health with primary care and the use of evidence-based and best practices for young children.
 - b. ensuring robust participation in Learning Collaborative activities
- iii. Based on the Professional Development Strategic Plan, the YCSOC Coordinator will:
 - a. link staff to existing training resources which may include the local clinician/Family Partner team or statewide resources, such as training opportunities offered by project partners, the Departments of Public Health, Mental Health and Child and Family Services. Funding is included to facilitate participation in training activities.
 - b. (beginning by month 18) support and engage in training 40 additional providers (early childhood care, schools, primary care, other mental health providers) with a focus on identification of children and families in need of services and available community resources.

D. Strengthen the local system of care:

Expand and strengthen the system of care in Springfield to better engage the local institutions which already serve young children, ensure early detection and appropriate intervention for children up to age 6, better serve the families of young children with serious emotional disturbances and provide a detailed roadmap for integrating efforts across the multiple sectors that engage young children and families.

- i. Integrate key local systems and stakeholders through a Local Team in Springfield (engaging, at minimum, public health, primary care, mental health care, schools, early childhood providers and parents) to develop, oversee and sustain local efforts. The Local Team will be convened by the Springfield YCSOC Coordinator.
 - a. Quarterly each Local Team will review service delivery data with BPHC. This regular review will alert program management to any shortfalls in enrollment, early disengagement, data collection challenges and other potential barriers to implementation. The Project Oversight Group will address any significant concerns or opportunities for improvement, and, with project staff, help formulate a QI improvement plan to address those concerns or opportunities. A Plan, Do, Study Act (PDSA) structure of continuous quality improvement will be established from the beginning of the project.
 - b. Engage in a quarterly CQI conference call: Every six months throughout the project period, the Evaluator will provide a local

performance assessment to the Project Oversight Group. This report will provide data to inform continuous quality improvement efforts, which will be monitored by the Project Director through a quarterly conference call with all grant-funded staff.

- ii. By month 3, and at least nine times annually throughout the project, convene in each city a Young Children's SOC meeting, facilitated by the Local SOC Coordinator and engaging parents and other key stakeholders to identify service gaps and facilitate community responses.
- iii. Ensure Springfield is represented at grant related meetings and events, including but not limited to:
 - a. Project Oversight Group which will meet at least three times a year to share updates, use rapid quality improvement cycles to strengthen local implementation efforts and plan for sustainability and wide scale adoption.
 - b. Family Engagement Steering Committee will meet at least six times a year and will: (a) consult with local service delivery teams on family engagement challenges, (b) plan and implement an annual Family Engagement Summit, and (c) ensure strong family voice on the Project Oversight Group and at local SOC meetings.
 - c. Disparities Impact Workgroup
 - d. Finance Workgroup
 - e. Work with the Director of Social Marketing to:

By the end of year 1, engage in the development of a social marketing plan to promote and sustain systems change, including at a minimum two linked campaigns: a parent-to-parent campaign and a campaign focused on key provider audiences (e.g., Head Start, family/neighbor childcare, primary care). Each community will employ the elements they find most useful for them, and customize materials to local needs.

E. Provide administrative support for YCSOC Parent Council

The Parent Council is a group of parents receiving services within the system of care, including parents served by the grant staff at Gandara. It is a parent only group. The focus of the council, while dictated by the parent members, must include early childhood mental health and wellness. It can be coordinated by the Local Coordinator or via contract with a community agency. The budget cannot be used to supplant existing parent council like work in the community.

SHD will collaborate with the Springfield Coordinated Family and Community Engagement agency receiving CFCE funds from the state department of Early Education and Care.

Suggested Parent Council Budget: \$5,000

- Parent Stipend: \$2,450 (\$35/session x 10 parents x 7 meetings). Compensate parents for their work in Steering committee as partners in informing the SOC structure.
- Childcare: \$700 (\$25/hr x 1 provider x 4 hr/session x 7 sessions).
- Parent Transportation: \$665 (\$9.50 x 10 parents x 7 meetings). To support access for parents to participate in Steering Committee MBTA, cab vouchers etc.
- Meeting Refreshments: \$175 (\$2.50/person x 10 parents x 7 meetings). To provide water, coffee/tea and light snacks during four hour Parent Engagement meeting.
- Parent-Led Activities: \$1,010. Special Project fund for parents to organize parent activities, support family engagement, and employ family-driven vision (ex: play groups for mental health support)

2. Contract with a community mental health services provider, Gandara Center, to implement the direct service component of the grant for young children in Springfield.

A. Who are the Direct Service Staff:

- i. Mental Health Clinician: 1 FTE. S/he will collaborate with Family Partner to develop and implement comprehensive care plan for coordinated clinical and home-based services to children and families.
- ii. Family Partner: 1 FTE. S/he will provide child and family engagement services and resource linkages in the mental health setting, community settings, and family's homes.

B. What is the Direct Service:

- i. The clinician/Family Partner team will directly provide the following services: assessment, brief treatment, wraparound services, school readiness support for children with SED, and work with the family to identify and address sources of extreme stress which can negatively impact a child's physical and emotional growth and development.
- ii. By referral to their host agency, and through a referral network that builds on the network of their host agency and will expanded through the work of the multidisciplinary Local Team, the clinician and FP will connect young children and their families to: other diagnostic and evaluation services (including Early Intervention), outpatient services, 24-hour emergency services (through the host agency), intensive home-based services for the children and their families, intensive day treatment services, respite care, therapeutic foster care services, and early treatment for those youth with early onset of serious emotional disturbances/serious mental illness.
- iii. The team will provide formal and informal training and coaching to other staff at their host agency on effective approaches for identifying, supporting and serving young children with serious emotional disturbance and their families.
- iv. Provide SOC program staff internal resources of technical support for implementation of SOC services, including but not limited to support from: Patient Privacy Officer (or equivalent), Legal Department, IT and EMR support staff, Accounts Payable, and Grants Management.
- v. Assure that SOC staff receive appropriate clinical supervision which meets the standards afforded to all others within the institution;

- vi. Assure SOC staff are allowed flexibility in scheduling work days to meet the needs of families and community liaisons;
- vii. Stipulate that work time of the family partner will be dedicated to the provision of care coordination and support to families of young children, to assisting clinicians in provision of optimal care and support to young children and their families, and in the participation in site-based planning and coordination to promote family-centered, culturally-competent, integrated care to young children and their families;
- viii. Follow SOC service delivery protocols for referrals, assessment, care plans, implementation, and transition processes in delivering SOC services to families;
- ix. Participate in data collection and documentation efforts required for program monitoring, SOC evaluation, and for measurement of the impact of quality improvement efforts. Specific requirements of the evaluation To Be Determined once SAMHSA releases final requirements.
To include:
 - o full reporting of quality improvement efforts and measures,
 - o informing Local Coordinator and BPHC of new and ongoing collaborative efforts with internal and external partners that involve direct use of family partner and mental health clinician work time,
 - o informing Local Coordinator and BPHC and the evaluation team of any changes in service delivery or data collection processes that could temporarily or permanently impact the program model or reports to state and federal funding agencies, and
 - o working collaboratively with the evaluation team to meet evaluation and data collection needs.
- x. Administer flexible funding from extra contract funds to support children in caseload who require additional services beyond the scope of SOC and ensure compliance with all Mass Health rules and regulations;

C. Other Direct Service Staff Responsibilities:

i. Learning Collaboration:

- SOC teams are required to participate in "learning sessions" of an Early Childhood Mental Health Learning Collaborative dedicated to improvement of early childhood mental health and developmental services in the Commonwealth of Massachusetts. Along with dedicated SOC staff, site teams will include the YCSOC Coordinator and one other team member agreed to with BPHC (example administrator, primary care provider, early intervention, etc.) involved in early childhood mental health, bringing the complement of learning collaborative participants to four per site.
- During and beyond the timeframe of the Learning Collaborative, SOC sites are responsible for the following activities:
 - o Assure allocation of time to permit participation of team members in a week-long orientation coordinated through BPHC and in Learning Collaborative cross-site learning sessions during the period from October 1, 2015 to September 30, 2016, as well as future cross-site learning sessions and ECMH trainings.

- Through participation in the Learning Collaborative, contracted sites work with Local Coordinators, BPHC, and other SOC and LAUNCH sites to identify, test, and refine best practices in creating a system of care to young children at risk of developing mental health conditions and their families;
- ii. Grant related Meetings: Staff are expected to attend all required grant related meetings and events, including but not limited to Family Engagement Steering Committee meetings, Parent Council, Program Oversight meetings, and System of Care meetings.
- iii. Other duties as agreed to: As this is a grant funded position, the direct service staff may be asked to fulfill duties related to the grant and funder's requirements.

3. Grant Administration

To facilitate the necessary administrative tasks associated with the implementation of the SOC grant, Springfield Health Department is responsible for the following:

- i. Administer a local travel allowance budget to reimburse costs incurred by SOC staff for expenses related to providing home visits and community based services to children and families.
- ii. Administer a budget for supplies and materials to reimburse costs incurred by SOC staff while providing family-centered, culturally-competent, integrated care to young children and their families.
- iii. Provide Local Coordinator timely access to staff and information as required to assess and assure full and continued program implementation.
- iv. Assure family partner and IECMH clinician attendance at monthly SOC team meetings with Local Coordinator/BPHC and other SOC sites. The goal of these meetings will be to guide planning and implementation and to ensure coordination between sites.
- v. Assure attendance of SOC family partner and IECMH clinician at all mandatory SOC trainings as designated by Local Coordinator/BPHC team.
- vi. Encourage and support participation of SOC family partner and IECMH clinician at social marketing or community events, including staff participation in at least 1 event in the contract period.
- vii. Assure family partner and IECMH clinician attendance at position specific SOC/ LAUNCH meetings. The goal of these meetings will be to support staff in implementation and to ensure coordination between SOC and LAUNCH sites.
- viii. Assure participation of SOC family partner in SOC/LAUNCH Springfield Parent Council, including attendance of at least 2 Parent Council meetings in the contract period and supporting client/parent participation in the council.

- ix. Encourage and support participation of SOC family partner and IECMH clinician at optional trainings identified as relevant professional development opportunities.
- x. Comply with administrative requirements of SOC, including billing for SOC activities each month or at otherwise agreed upon intervals, reporting of gaps in SOC staffing or participation in SOC Learning Collaborative team within two weeks, and prompt submission of reports required for completion of reports and applications to the federal funding agency.

xi. **Adherence to CLAS (Culturally and Linguistically Appropriate Services):**

- (a) Engage in and support the activities of the *Disparities Impact Workgroup*, which will meet within the first four months of the project period to review and refine the community-specific Disparities Impact Statement (DIS). The group will use the National CLAS Standards as a framework for addressing the identified disparities. Thereafter, at a minimum, the group will meet three times a year to review progress and, if needed, use rapid quality improvement cycles to redirect local implementation efforts. Members of the workgroup will provide input to the Social Marketing Director as she develops and implements the Social Marketing Plan. Members of the workgroup will be invited to participate in other SOC meetings. The Disparities Impact Workgroup will be composed of representatives from the three cities, including community partners focused on the identified target populations.
 - (b) Support the creation and dissemination of consumer materials, including evaluation materials, in both English and Spanish. The social marketing campaign will include bilingual and bicultural components.
 - (c) Support the CSA in hiring bilingual/bicultural staff (strongly preferred); and in creating a plan to provide interpreter/translation services if needed.
 - (d) Support staff in receiving training to ensure capacity to provide culturally appropriate services to populations served.
-

Responsibilities of the Boston Public Health Commission are:

A project-wide team, employed by the Boston Public Health Commission, will support and engage the local teams with additional training and technical assistance expertise, employ a Social Marketing Director and Parent Engagement Manager, and convene the Project Oversight Group. The Project Oversight Group will meet at least three times a year to share updates from each city, use rapid quality improvement cycles to redirect local implementation efforts, ensure that grant goals and deadlines are met, and plan for sustainability and wide scale adoption.

- Provide timely guidance and technical assistance to sites concerning goals, objectives, methods and action steps required for SOC implementation;
 - Assure timely notification of sites in regard to documentation, reporting and evaluation requirements of SOC;
 - Provide TA for meeting IECMH reflective supervision needs;
 - Provide training to site personnel as needed for compliance with documentation, reporting and evaluation requirements; as well as guiding principles of system of care service delivery model;
 - Provide leadership and coordination to the learning collaborative in consultation with state and local partners and the SOC evaluation team;
 - Provide regular feedback to sites regarding SOC evaluation and quality improvement findings; as well as program development, policy and procedures;
 - Assure ongoing funding of SOC through prompt compliance with state and federal reporting and documentation requirements;
 - Assure opportunities for certificate-based training and professional development for family partners when possible;
 - Provide and plan for regular meetings of SOC site team members at each SOC site;
 - Provide and plan for regular meetings of SOC site team members (pediatric, mental health, social services, and administrative staff) across LAUNCH sites;
 - Provide and plan for regular review of SOC findings and barriers by health center management, BPHC management and evaluation staff;
- xii. Through participation in the Learning Collaborative, BPHC will work with SOC and LAUNCH sites and Local Coordinators to identify, test and refine best practices in providing a system of care to children with mental health needs and their families;

Period of Performance

Performance for the work agreed to in this Agreement shall begin on **October 1, 2016** not to extend beyond **September 30, 2017**, unless the period of performance is extended by written amendment of Agreement signed by all parties.

BPHC shall have the right to terminate this agreement by giving written notice, at least 30 days in advance of termination date. In the event that the sponsor terminates this project, BPHC will terminate the agreement in accordance with the policy of SOC and Boston Public Health Commission.

This agreement shall not create or be deemed to create any relationship between the other parties other than that of independent contractors who have contracted solely for the purpose of effecting

this agreement. In no event shall either party be liable for the debts of the other party, except as specifically provided in this agreement.

Consideration and Payments

Payments will be made upon receipts on monthly invoices, which are due the 15th of the month following the month in which expenditures are incurred.

The budget period will be from October 1, 2016 – September 30th 2017 for which Springfield Health and Human Services will be paid **\$198,000.00** on a cost plus fixed fee basis. During the month of September 2017 this scope will be reviewed and amended, if necessary, to revise and refine the scope of work for the next budget year.

Re-Budgeting

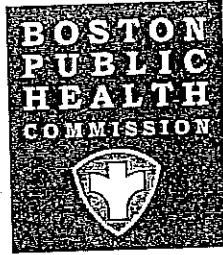
Approval of re-budgeting will be governed by the regulations of BPHC as well as the governing federal grant. Any requests for re-budgeting that require approval shall be directed to the Director of the Boston Public Health Commission Bureau of Child, Adolescent and Family Health, Deborah Allen, ScD. BPHC shall not, in the absence of a formal amendment to this Agreement, be obliged to reimburse Springfield Health and Human Services for costs that are in excess of the total amount specified in this agreement or for cost that are not allowed by the Federal Grant supporting this MOU identified as **SM062467 (Massachusetts Multi-City Young Children's Mental Health System of Care)**

Proposed Budget for Springfield Health and Human Services
System of Care Grant 10/1/2016-9/30/2017

SOC Year 2 Expenditures

SOC Year 2 Springfield Budget

Local Coordinator 0.5 FTE	\$76,000
Direct Service Staff:	
1.0 FTE Mental Health Clinician	
1.0 FTE Family Partner	
(Includes Fringe)	\$110,000
Parent Engagement Steering Committee	
Parent Stipend	
(\$35/session x 10 parents x 7 meetings)	\$2,450
Child Care	
(\$25/hour x 1 provider x 4hr/session x 7 sessions)	\$700
Parent Transportation	
(\$9.50 x 10 parents x 7 meetings)	\$665
Meeting Refreshments	
(\$2.50 x 10 parents x 7 meetings)	\$175
Parent-Led Activities	\$1,010
Local Travel	\$1,000
Materials	
(2 computers x \$550; 3 staff x \$300)	\$2,000
Training	\$2,000
Conferences	
(quarterly conference for 4 project participants, \$125 registration fee/pp)	\$2,000
Total Budget:	\$198,000



BUSINESS ASSOCIATE AGREEMENT

FORM B

This Agreement is made effective the 1st day of October, 2016, by and between the Boston Public Health Commission ("Covered Entity"), and Springfield Health and Human Services, on behalf of itself and its subsidiaries and affiliates, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of a Covered Entity as defined in the HIPAA Privacy Regulation.

WHEREAS, Business Associate may have access to Protected Health Information ("PHI") (as defined below) in fulfilling its responsibilities under such arrangement;

WHEREAS, Covered Entity and Business Associate intend to protect and provide for the security, confidentiality and integrity of privacy of PHI disclosed by Covered entity to Business Associate, or collected or created by Business Associate, in compliance with the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the regulations promulgated by the Department of Health and Human Services, including but not limited to, the regulations codified at 45 CFR Parts 160 and 164 (the "HIPAA Privacy Regulation"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

THEREFORE, in consideration of the Parties' continuing obligations under this Agreement, compliance with the HIPAA Privacy Regulation, and for and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Regulation and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Regulation or the HITECH Act. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Regulation, as amended, the HIPAA Privacy Regulation shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Regulation, but are nonetheless permitted by the HIPAA Privacy Regulation, the provisions of this Agreement shall control.

Protected Health Information. "Protected Health Information" ("PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Business Associate acknowledges and agrees that all Protected Health Information that is created, received, maintained or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Covered Entity or its operating units to Business Associate or is created or received by Business Associate on the Covered Entity's behalf shall be subject to this Agreement.

- A. Except as otherwise permitted herein, Business Associate may only Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
1. the Disclosure is required by law; or
 2. Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- B. Business Associate may Use and Disclose PHI for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship.
- C. Business Associate may Disclose PHI as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is

required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Regulation).

- D. Business Associate may Use PHI as would be permitted by the HIPAA Privacy Regulation if such Use or Disclosure were made by the Covered Entity or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- A. Not use or further disclose PHI other than as permitted or required by this Agreement. Business Associates acknowledges and agrees that in addition to the requirements of this agreement, the Business Associates must comply with all applicable sections and provisions of HIPAA, the HITECH Act, and Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules";
- B. Implement appropriate administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310, and technical safeguards as required by 45 CFR §164.312 to prevent Use or Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, records, and books related to the Use and Disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Regulation;
- C. Ensure that Business Associate's agents, including subcontractors, to whom it provides PHI received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
- D. Make available PHI in a reasonable amount of time to the extent and in the manner required by §§164.524, 164.526, and 164.528 of the HIPAA Privacy Rule which permit the patient/client to access rights, amendment rights and an accounting of disclosures of his/her PHI;
- E. Make available Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance;
- F. Notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity's obligations under 45 CFR §164.526.

required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Regulation).

- D. Business Associate may Use PHI as would be permitted by the HIPAA Privacy Regulation if such Use or Disclosure were made by the Covered Entity or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- A. Not use or further disclose PHI other than as permitted or required by this Agreement. Business Associates acknowledges and agrees that in addition to the requirements of this agreement, the Business Associates must comply with all applicable sections and provisions of HIPAA, the HITECH Act, and Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules";
- B. Implement appropriate administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310, and technical safeguards as required by 45 CFR §164.312 to prevent Use or Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, records, and books related to the Use and Disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Regulation;
- C. Ensure that Business Associate's agents, including subcontractors, to whom it provides PHI received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
- D. Make available PHI in a reasonable amount of time to the extent and in the manner required by §§164.524, 164.526, and 164.528 of the HIPAA Privacy Rule which permit the patient/client to access rights, amendment rights and an accounting of disclosures of his/her PHI;
- E. Make available Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance;
- F. Notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity's obligations under 45 CFR §164.526.

- G. Incorporate any amendments or corrections to PHI when notified by Covered Entity;
- H. Document its Disclosures of PHI in the same manner as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528; and
- I. Report to Covered Entity within five (5) business days any use or disclosure of PHI which is not in compliance with the terms of this Agreement, including breaches of Unsecured PHI as required under 45 CFR §164.410, and any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. This agreement shall be effective and enforceable by the Parties to this Agreement as of the Effective Date as defined herein, and shall terminate on the earlier of (1) when Business Associate is no longer providing Services to Covered Entity, (2) the termination of this Agreement by either party, or (3) the mutual written agreement of the Parties.
- B. Termination for Cause. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement or fails to satisfy any of its statutory obligations under HIPAA or the HITECH Act. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives notice to Business Associate of such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement, then Covered Entity shall have the right to terminate this Agreement immediately.
- C. Effect of Termination.
 1. At termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of the Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of any subcontractors or agents of Business Associate. Business Associate shall not retain any copies of such PHI.
 2. If Business Associate determines that such return or destruction of PHI is not feasible or in violation of law, Business Associate shall provide Covered Entity with a notification of the conditions for which return or destruction is infeasible, and Business Associate will extend the protections of this Agreement to the information and limit further Uses and Disclosures to those purposes that make

the return or destruction of the information infeasible or in violation of law, for so long as Business Associate maintains such PHI.

V. GENERAL PROVISIONS

A. Obligations of Business Associate. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Except as expressly stated herein or the HIPAA Privacy Regulation, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Amendments and Modifications. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement is intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

C. Interpretation and Severability. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

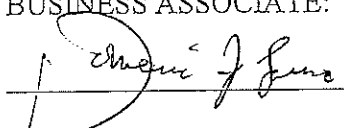
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BOSTON PUBLIC HEALTH COMMISSION:

By: _____

Title: _____

BUSINESS ASSOCIATE:

By: 

Title: Mayor

C# 20170304

STANDARD FORM CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

This contractual agreement ("Contract") is hereby made this 1st day of October, 201 6 by and between the Boston Public Health Commission (hereinafter "BPHC"), a body politic and corporate and political subdivision of the Commonwealth of Massachusetts with a principal place of business located at 1010 Massachusetts Avenue, Boston, Massachusetts and Springfield Health and Human Services (hereinafter "Contractor"). This Contract is subject to the terms and conditions contained in the Request for Contract/Standard Form Contract Cover Page, including any attachments thereto, which are incorporated by reference herein.

ARTICLE I – PERFORMANCE

a) The Contractor shall conduct all activities, provide all goods, and/or perform all services as may be required by the provisions of this Contract. No variations from specifications hereunder shall be allowed without the written approval of an authorized representative of BPHC.

b) Where applicable and unless otherwise indicated herein all shipments shall be assumed F.O.B., destination inside delivery. Such inside delivery shall be performed through the shipper and charged back to the shipper. Appropriate notation must be specific and so noted on the bill of lading. Deliveries are to be made between the hours of 9:00 AM and 5:00 PM, Monday through Friday and exclusive of Holidays, unless otherwise specified. All articles, equipment or materials shall be forwarded by route or method of lowest transportation charges unless specific shipping instructions are stated herein for those orders which are F.O.B. shipping point.

c) Upon written request of BPHC, Contractor shall remove from BPHC premises and/or replace all individuals in Contractor's employ or control whom BPHC determines to be disorderly, careless or incompetent or to be employed, providing services, or conducting activities in violation of the terms of this Contract.

d) Contractor shall maintain books, records, and other compilations of data relative to the services to be performed hereunder sufficient to substantiate its claims for payment or meet any regulatory requirements, including any and all applicable federal, state or local requirements. All such records shall be retained for at least six years. BPHC or its designee shall examine and copy such records upon reasonable notice to Contractor and at such times and expense as may be reasonable.

ARTICLE II – ACCEPTANCE OF GOODS AND SERVICES

BPHC shall have a reasonable opportunity to inspect all goods and services. If the goods or services are not acceptable, Contractor may be allowed to cure the work and/or products within a reasonable time at no additional cost to BPHC. Unless otherwise provided hereunder, liability for payment shall be subject to acceptance by BPHC.

ARTICLE III – TIME

It is understood and agreed that all specified times or period of performance are of the essence.

ARTICLE IV – COMPENSATION

a) Contractor may be compensated only for those costs and expenses and at the prices as may be allowed hereunder and as may be described in any Budget attached hereto except that such cost and expense shall not exceed the not-to-exceed amount described

b) The BPHC shall not be liable for any interest or penalty for late payments.

c) All invoices shall reference the BPHC purchase order number and shall be submitted to BPHC, Accounts Payable Department, 1010 Massachusetts Avenue, Boston, MA 02118.

d) A final invoice must be submitted within thirty (30) days of the expiration of this Contract. BPHC shall have the right to deny payment for any invoices, final or otherwise, that are received by BPHC more than 90 days after expiration or termination of this Contract.

e) Unless otherwise agreed, all invoices shall be payable thirty (30) days after receipt by BPHC.

ARTICLE V – RELATIONSHIP WITH BPHC

Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to BPHC during the term of this Contract shall be that of an independent contractor. Contractor shall have no capacity to bind BPHC in any contract or to incur any liability on the part of BPHC. Contractor, its agents or employees shall not have the status or pension rights of an employee. The BPHC shall not be liable for any personal injury to or death of Contractor, its agents or employees.

ARTICLE VI – ASSUMPTION OF LOSS AND LIABILITY

a) Contractor shall pay and be exclusively responsible for all debts for labor and material incurred by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of the delivery of goods or services to be performed under this Contract.

b) Contractor shall bear all loss resulting from any cause before the delivery of goods or services is completed and after performance of service if the goods or services fail to conform to specifications.

c) Contractor or any of its agents, employees or subcontractors entering on the premises of BPHC shall take all precautions necessary to prevent injury to persons or property.

d) Contractor shall assume the defense of and hold BPHC its officers, agents, assigns or employees, harmless from all suits and claims against them or any of them arising from any act or omission of Contractor, its agents or employees in any way connected with performance under this Contract.

e) Contractor shall maintain, at a minimum General Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect Contractor and BPHC from any risks or claims which may be associated with this Contract and as are customary in Contractor's business and shall provide BPHC with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, Contractor shall notify BPHC of such changes and shall provide BPHC with new evidence of coverage.

f) Contractor acknowledges that BPHC, its officers, agents, assigns and employees, are subject to all of the provisions in M.G.L. c. 258, including but not limited to the liability limitations for governmental entities.

ARTICLE VII – REMEDIES OF THE BPHC

a) If Contractor provides goods or services which do not meet the specifications provided or are otherwise not merchantable or fit for their intended purposes, BPHC shall have all remedies as are provided by law.

b) BPHC shall have the right to inspect goods or services for forty-five days and if the goods or services fail to meet the terms of the Contract or are otherwise not merchantable or fit for their intended purpose, BPHC shall have all remedies as are provided by law.

c) BPHC may deduct the cost of any substitute contract or non-performance of services together with incidental and consequential damages from the Contract amount and shall withhold such damages from the sums due or to become due to the Contractor.

d) BPHC retains all rights to warranty as supplied by Contractor.

e) If this Contract is funded in whole or in part by a grant to BPHC from a third party, BPHC has the right to reduce the amount of this contract or terminate this contract if the grant from the third party is reduced or eliminated.

f) In addition to all other remedies available to BPHC under applicable state and federal laws, in the event Contractor or its subcontractor(s) fails to comply with the contract terms or with applicable federal, state or local requirements governing the use of any grant funding supplied by a third party that supports this contract, BPHC may withhold or suspend awards, in whole or in part, or recover from the Contractor or subcontractor(s) any funds improperly paid to the Contractor or subcontractor(s) following an audit by BPHC.

ARTICLE VIII – REMEDIES OF CONTRACTOR

If damages, other than loss on nonconforming goods or services, are actually sustained by Contractor due to any act or material omission for which BPHC is legally responsible, BPHC may allow a sum equal to the amount of such damages sustained by Contractor as determined BPHC in writing, provided Contractor shall have delivered to BPHC a detailed written statement of such damages and cause thereof within thirty

(30) days after the act or material omission by BPHC. Contractor shall not have the option to accelerate at will.

ARTICLE IX – ASSIGNMENT

Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of BPHC. BPHC reserves the right to delegate, assign or otherwise transfer any interest in this Contract to another entity for purposes of contract administration without further notice to Contractor.

ARTICLE X – COMPLIANCE WITH LAWS, BPHC POLICIES, GRANT REQUIREMENTS AND PUBLIC POLICY

a) This Contract is subject to all laws of the Commonwealth of Massachusetts and, where applicable, is governed by M.G.L. c. 106 §§2-102, et seq.

b) Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City of Boston, the Commonwealth of Massachusetts or any state or federal governmental agency with proper jurisdiction and shall insure that all specifications, goods or services acquired or performed hereunder adheres to all applicable regulations. Contractor agrees and certifies that it is authorized and/or licensed to perform the services required by this Contract and that it will secure such authorization and/or licensure for so long as it is bound to perform under the terms of this Contract.

c) Contractor shall, where applicable, maintain during the term of this Contract such Workmen's Compensation insurance as may be reasonably necessary to protect Contractor from claims under M.G.L. c.152 (the Workmen's Compensation Law).

d) Contractor shall not discriminate against any individual because of gender, race, religious creed, national origin, age, disability or sexual orientation in connection with the performance of services under this Contract. Contractor shall post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

e) Contractor shall not act in collusion with any BPHC officer, agent, assign, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which BPHC has a direct and substantial interest in violation of M.G.L. c. 268A (the Conflict of Interest Law).

f) Pursuant to M.G.L. c. 62C, Section 49A, the Contractor certifies under the penalties of perjury that Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

g) Contractor shall keep himself fully informed of all City of Boston Ordinances, all BPHC Regulations or policies and any state and federal laws that in any manner affects the services herein specified. Contractor shall at all times observe and comply with said ordinances, regulations/policies or laws, and shall protect and indemnify the BPHC its officers, agents, assigns and employees against any claim or liability arising from or based on any violation of such ordinances, regulations or laws.

h) In addition to its obligations under section g, the Contractor, where applicable, shall specifically comply with the City of Boston's Healthy Options Beverage Standards, which is incorporated into the contract by reference. The Contractor understands and agrees that compliance with those standards is required by the City of Boston's April 7, 2011 Executive Order Relative to Healthy Beverage Options. In pertinent part, the Order Relative to Healthy Beverage Options is applicable to all vending machine services, City-managed food or beverage services programs, contracted food or beverage services, food or beverage procurement, leases and other agreements for food or beverage concessions in or around City-owned buildings.

i) This contract is also subject to BPHC's Food Service and Catering Policy, which is incorporated herein by reference. This Policy applies to the purchase and service of food and/or beverages at all BPHC funded events and programs, regardless of the internal source of funding that supports the event. A copy of the policy can be made available upon request.

j) In addition to its obligations to comply with any applicable federal or state laws under section g, the Contractor shall also comply with the requirements of any federal, state or city grant that supports this contract. In particular, the Contractor must comply with all applicable grant reporting requirements and must provide appropriate supporting backup for any invoices submitted to BPHC for payment. Any waiver of these grant requirements by BPHC shall not prejudice BPHC's right to strictly require compliance with this

section at any time during the life of the contract. In addition, if applicable, the Contractor shall comply with all grant requirements of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Federal Funding Accountability and Transparency Act ("FFATA").

k) BPHC will not purchase goods or services from a Contractor who is currently either disbarred or suspended from doing business with the United States government. The Contractor hereby certifies that they are not on the Federal Excluded Parties List System and they are not disbarred or suspended from federal contracting. If the Contractor is disbarred or suspended from federal contracting during the period of this contract, the Contractor must notify BPHC in writing within fifteen (15) days of such occurrence. In the event the Contractor is disbarred or suspended from federal contracting, BPHC shall have the right to modify or terminate this agreement at its discretion.

l) All vendors, who are federally funded subrecipients, must provide: 1) a Data Universal Numbering System (DUNS) number, and 2), for all vendors subject to OMB Circular A-133, annually, a copy of their most recent A-133 audit report.

ARTICLE XI – MISCELLANEOUS

a) All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by BPHC and Contractor.

b) Any waiver, expressed or implied, by BPHC of any rights, terms or conditions of the Contract shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

c) Contractor acknowledges that any and all products created pursuant to this contract shall be the exclusive property of BPHC. Contractor shall not use or publish or cause to be used or published any reports or any other printed material in relation to the services performed hereunder without written authorization from BPHC. Where such authorization is given, Contractor shall appropriately acknowledge the collaboration and support of the BPHC.

d) In the event of any dispute concerning the meaning or application of this contract, any such dispute shall be resolved pursuant to the laws of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts in Suffolk County or the United States Federal Court sitting in Boston, MA

e) Neither party shall be liable to the other or be deemed to be in breach of the Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

f) If any provision of this Contract is declared or found to be illegal, unenforceable, or void, both parties shall be relieved of all obligations under such provision. The remainder of the Contract shall be enforced to the fullest extent permissible by law.

ARTICLE XII – AVAILABLE APPROPRIATION

This Contract is subject to the availability of an appropriation therefore. BPHC retains the right to reduce the amount of this Contract or terminate it if funding for the Contract is reduced or eliminated. This expressly includes any contracts that are funded in whole or in part by any grant funding received by BPHC.

ARTICLE XIII – RELEASE OF BPHC ON FINAL PAYMENT

Acceptance by Contractor of final payment from BPHC under this Contract shall be deemed to release forever BPHC from all claims and liabilities, except those which Contractor notifies BPHC in writing within three (3) months after such payment.

ARTICLE XIV – TERMINATION OR CANCELLATION

This Contract may be terminated by the BPHC for any breach of its terms by the Contractor, for convenience, or for any other ground stated elsewhere in this contract. All obligations which are executory on both sides shall be discharged upon termination. Any rights based on prior breach of performance shall survive. The terms of the Contract shall survive its termination for the purposes of (1) resolving any claims and (2) warranties. This Contract may be cancelled by the BPHC and will have the same effect as termination except that the BPHC shall retain any remedy for breach of the whole contract or any unperformed balance. Notice of termination or cancellation shall be given to the Contractor at the address supplied on the Request

for Contract/Standard Contract Cover Page by regular mail and shall be effective on mailing. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

ARTICLE XV – WARRANTIES

Contractor makes all warranties as are applicable under M.G.L. c. 106 §2-313, the Warranty of Title, M.G.L. c. 106 §2-313, Express Warranties as by affirmation, promise, description and/or sample, M.G.L. c. 106 §2-314, the implied warranties of merchantability or by usage of trade, and M.G.L. c. 106 §2-315, implied warranty of fitness for a particular purpose.

ARTICLE XVI – CONFIDENTIALITY

Contractor shall comply with all applicable federal, state and local laws and regulations relating to confidentiality and privacy. Contractor shall inform each of its employees or agents having any involvement with personal data or other confidential data of the laws and regulations relating to confidentiality and shall ensure their compliance.

ARTICLE XVII – Criminal Offender Record Information (CORI) CHECK

In order to ensure that employees and independent contractors who have unsupervised contact with client(s) are appropriate for serving their position in any program or facility of BPHC or any vendor agency programs funded by BPHC, a Criminal Offender Record Information (“CORI”) check must be performed on candidates and/or independent contractor(s) as provided in 105 CMR 950.00. It is the policy of BPHC that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by BPHC and its vendor agencies.

Contractor and any subcontractors/employees who may have unsupervised contact with BPHC client(s) shall consent to a CORI check or provide the BPHC with a current official CORI report. All CORI reports are subject to review and approval by the BPHC before approval of the Contract.

ARTICLE XVIII – ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the BPHC and Contractor and supersedes any and all oral agreements and negotiations between BPHC and Contractor relating to the subject matter contained herein.

The BPHC and Contractor hereby cause this instrument to be executed by their duly authorized representatives as of the day first written above.

BOSTON PUBLIC HEALTH COMMISSION

By:

Huy Nguyen, MD, Medical Director and
Interim Executive Director

Date: ____ / ____ / ____

Approved as to form:

Office of General Counsel
Boston Public Health Commission

Date: ____ / ____ / ____

CONTRACTOR

By:

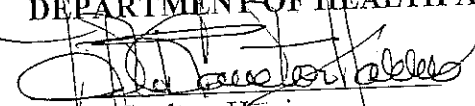
Printed Name: Domenic J. Sarno

Title: Mayor

Date: 12 / 21 / 16

Contractor signature page, continued:

FOR THE CONTRACTOR,
CITY OF SPRINGFIELD,
acting by and through its
DEPARTMENT OF HEALTH AND HUMAN SERVICES:

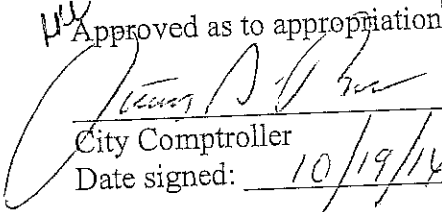


Helen Caulton-Harris

Director, Department of Health and Human Services

Date signed: 10/17/2016

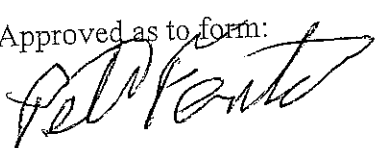
Approved as to appropriation: N/A



City Comptroller

Date signed: 10/19/16

Approved as to form:



City Solicitor

Date signed: 10-20-16

**ADDENDUM TO BOSTON PUBLIC HEALTH COMMISSION
CONTRACT FOR MASS. MULTI-CITY YOUNG CHILDREN'S
MENTAL HEALTH SYSTEM OF CARE (SOC) PROJECT,
WITH THE CITY OF SPRINGFIELD
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The Boston Public Health Commission and the City of Springfield, MA., acting by and through its Department of Health and Human Services, agree that the terms of the attached Contract are revised as follows:

- 1) Article III, TIME, as amended by adding the following sentence at the end of the paragraph:

"Upon execution by all parties, the Contract shall be effect from October 1, 2016, and shall not extend beyond September 30, 2017, unless the period of performance is extended by written amendment of Agreement signed by all parties."

- 2) Article VI, ASSUMPTION OF LOSS AND LIABILITY, is amended as follows:

- (i) Subsection (d), 2nd line, is amended by deleting the phrase "arising from any act or omission", and replacing it with the following phrase:

"to the extent directly caused by any negligent or intentional act or omission, subject to Article VI(f) below,"...

- (ii) Subsection (e) is amended by adding the following sentence at the end of the paragraph:

*"The BPHC acknowledges that the City of Springfield, MA., and its department of Health and Human Services, are self-insured, and accepts the City's letter of self-insurance, attached hereto, as proof of compliance with this paragraph."
(See attached Self-Insured Letter).*

- (iii) Subsection (f), is amended by adding the following language at the end of the paragraph:

"BPHC acknowledges that the City of Springfield, and the Springfield Health and Human Services department, their officers, agents and employees, are subject to all provisions of M.G.L. c. 258, including but not limited to the liability limitations for governmental entities."

3) Article X, COMPLIANCE WITH LAWS..... is amended as follows:

(i) Subsection (c) is amended by adding the following sentence at the end of the paragraph:

*"The BPHC acknowledges that the City of Springfield, MA., and its department of Health and Human Services, are self-insured, and accepts the City's letter of self-insurance, attached hereto, as proof of compliance with this paragraph."
(See attached Self-Insured Letter).*

(ii) Subsection (g), line 5, is amended by deleting the phrase "arising from or based on any violation of such ordinances, regulations or laws", and replacing it with the following phrase:

"to the extent directly caused by any negligent or intentional violation of such ordinances, regulations or laws, subject to Article VI(f)."...

Kathleen T. Breck
Deputy City Solicitor

Law Department
36 Court Street, Room 210
Springfield, MA 01103
Office: (413) 787-6085
Direct Dial: (413) 787-6179
Fax: (413) 787-6173
Email: kbreck@springfieldcityhall.com



THE CITY OF SPRINGFIELD, MASSACHUSETTS

TO: Boston Public Health Commission
FROM: Kathleen T. Breck, Deputy City Solicitor, City of Springfield, MA.
RE: Self-Insurance Letter for the City of Springfield
DATE: October 4, 2016

This letter is being offered in lieu of an insurance certificate for the City of Springfield, MA., and its Department of Health and Human Services ("HHS"), in connection with a Contract with the Boston Public Health Commission, for HHS to provide services pursuant to the *Massachusetts Multi-City Young Children's Mental Health System of Care (SOC) Project*.

Please be advised that the City of Springfield is a self-insured municipal corporation, including worker's compensation insurance. As a self-insured municipal corporation, the City has assets with which to cover claims within its statutory limits, for personal injury and property damage which may be determined to be the City's responsibility, as well as for workers' compensation for City employees. The City's liability for personal injury and property damage is governed by state law, Mass. Gen. Laws ch. 258.

The City's Department of Health and Human Services ("HHS"), is a City department which is covered by the City's self-insured status.

Please contact me with any questions regarding this letter.

Sincerely,

Kathleen T. Breck
Deputy City Solicitor

Cc: Ms. Helen Caulton-Harris, Director, HHS

This agreement is entered into to specify the terms and conditions for the **Boston Public Health Commission** (hereinafter “BPHC”), located at 1010 Massachusetts Avenue, Boston MA 02118 and **Springfield Health and Human Services**; located at 1145 Main Street, Springfield, MA 01103.

Proposed Scope of Work

The *Massachusetts Multi-City Young Children’s Mental Health System of Care (SOC) Project* brings together the state’s three largest cities (Boston, Worcester and Springfield) and several state agencies to implement the strategic plan developed through our SAMHSA-funded SOC Planning Project. The lead agency is the Boston Public Health Commission, the city’s health department. The project has a two-fold purpose. (a) *In the three cities*, to expand and strengthen the system of care to better engage the primarily local institutions which already serve young children, ensure early detection and appropriate intervention for children up to age 6, better serve the families of young children with serious emotional disturbances and provide a detailed roadmap for integrating efforts across the multiple sectors that engage young children and families. (b) *Statewide*, to demonstrate a replicable and sustainable model for local mental health service delivery that is integrated with the existing state system, and use lessons learned from the project to influence major statewide improvements in the system of care for young children with serious emotional disturbances and their families. The Young Children’s SOC Project represents a partnership among the state’s three largest cities – Boston, Springfield and Worcester, which together are home to nearly one million residents.

The Springfield Health Department (SHD) will serve as the lead agency in the Springfield Young Children’s System of Care (YCSOC). There are three primary roles for the lead agency: 1. build/maintain a young children’s mental health system of care in Springfield, 2. manage a contract with a community mental health services provider, Gandara Center, to implement the direct service component of the grant for young children in Springfield, and 3. ensure grant guidelines are met by all partners and subcontractors.

Springfield Health Department will receive funding from BPHC for:

1. Build/maintain a young children’s mental health system of care in Springfield:

A. Employ a YCSOC Local Coordinator:

The Local Coordinator (at least .5 FTE) will provide resource linkages and will connect families to community services for young children. (See Job Description.)

- i. The Springfield SOC Coordinator will visit child-serving agencies to make presentations on the SOC and how agencies and staff can become participants.
- ii. The SOC Coordinator will support the clinician/Family Partner team in conducting outreach in health centers, early education programs and other locations where our target population and those serving them are found.

B. Administer budget:

- i. Ensure SOC Staff are reimbursed for travel to all YCSOC related meetings and events, including but not limited to: Family Engagement Steering Committee meetings, Program Oversight meetings, and System of Care meetings.
- ii. Ensure SOC Staff have appropriate materials including but not limited to: Computers, printers, and office supplies (pens, paper, flipcharts, post-it notes, binders, name tags, file folders).
- iii. Ensure the YCSOC Coordinator arranges or facilitates training to promote workforce development on early childhood social and emotional health and trauma informed practice for identified parent leaders.

C. Professional Development:

- i. The YCSOC Coordinator will lead a strengths/weaknesses/opportunities/threats analysis to develop a Professional Development Strategic Plan completed by month 7 (and updated quarterly) to identify high-priority training needs and opportunities providers in other child-serving agencies in the community (schools, early childhood education, primary care, mental health care). For example, the assessment might identify evidence-based practices targeting trauma-exposed children 0-3, or transitional services for children who have “aged out” of Early Intervention, or effective methods for engaging and serving newer immigrant families as critical training needs. This plan will form the basis for the project’s training activities, and will be reviewed and updated regularly.
- ii. Ensure Springfield is represented in learning community activities facilitated by BPHC including:
 - a. engaging mental health providers, focused on integration of mental health with primary care and the use of evidence-based and best practices for young children.
 - b. ensuring robust participation in Learning Collaborative activities
- iii. Based on the Professional Development Strategic Plan, the YCSOC Coordinator will:
 - a. link staff to existing training resources which may include the local clinician/Family Partner team or statewide resources, such as training opportunities offered by project partners, the Departments of Public Health, Mental Health and Child and Family Services. Funding is included to facilitate participation in training activities.
 - b. (beginning by month 18) support and engage in training 40 additional providers (early childhood care, schools, primary care, other mental health providers) with a focus on identification of children and families in need of services and available community resources.

D. Strengthen the local system of care:

Expand and strengthen the system of care in Springfield to better engage the local institutions which already serve young children, ensure early detection and appropriate intervention for children up to age 6, better serve the families of young children with serious emotional disturbances and provide a detailed roadmap for integrating efforts across the multiple sectors that engage young children and families.

- i. Integrate key local systems and stakeholders through a Local Team in Springfield (engaging, at minimum, public health, primary care, mental health care, schools, early childhood providers and parents) to develop, oversee and sustain local efforts. The Local Team will be convened by the Springfield YCSOC Coordinator.
 - a. Quarterly each Local Team will review service delivery data with BPHC. This regular review will alert program management to any shortfalls in enrollment, early disengagement, data collection challenges and other potential barriers to implementation. The Project Oversight Group will address any significant concerns or opportunities for improvement, and, with project staff, help formulate a QI improvement plan to address those concerns or opportunities. A Plan, Do, Study Act (PDSA) structure of continuous quality improvement will be established from the beginning of the project.
 - b. Engage in a quarterly CQI conference call: Every six months throughout the project period, the Evaluator will provide a local

performance assessment to the Project Oversight Group. This report will provide data to inform continuous quality improvement efforts, which will be monitored by the Project Director through a quarterly conference call with all grant-funded staff.

- ii. By month 3, and at least nine times annually throughout the project, convene in each city a Young Children's SOC meeting, facilitated by the Local SOC Coordinator and engaging parents and other key stakeholders to identify service gaps and facilitate community responses.
- iii. Ensure Springfield is represented at grant related meetings and events, including but not limited to:
 - a. Project Oversight Group which will meet at least three times a year to share updates, use rapid quality improvement cycles to strengthen local implementation efforts and plan for sustainability and wide scale adoption.
 - b. Family Engagement Steering Committee will meet at least six times a year and will: (a) consult with local service delivery teams on family engagement challenges, (b) plan and implement an annual Family Engagement Summit, and (c) ensure strong family voice on the Project Oversight Group and at local SOC meetings.
 - c. Disparities Impact Workgroup
 - d. Finance Workgroup
 - e. Work with the Director of Social Marketing to:

By the end of year 1, engage in the development of a social marketing plan to promote and sustain systems change, including at a minimum two linked campaigns: a parent-to-parent campaign and a campaign focused on key provider audiences (e.g., Head Start, family/neighbor childcare, primary care). Each community will employ the elements they find most useful for them, and customize materials to local needs.

E. Provide administrative support for YCSOC Parent Council

The Parent Council is a group of parents receiving services within the system of care, including parents served by the grant staff at Gandara. It is a parent only group. The focus of the council, while dictated by the parent members, must include early childhood mental health and wellness. It can be coordinated by the Local Coordinator or via contract with a community agency. The budget cannot be used to supplant existing parent council like work in the community.

SHD will collaborate with the Springfield Coordinated Family and Community Engagement agency receiving CFCE funds from the state department of Early Education and Care.

Suggested Parent Council Budget: \$5,000.

- Parent Stipend: \$2,450 (\$35/session x 10 parents x 7 meetings). Compensate parents for their work in Steering committee as partners in informing the SOC structure.
- Childcare: \$700 (\$25/hr x 1 provider x 4 hr/session x 7 sessions).
- Parent Transportation: \$665 (\$9.50 x 10 parents x 7 meetings). To support access for parents to participate in Steering Committee MBTA, cab vouchers etc.
- Meeting Refreshments: \$175 (\$2.50/person x 10 parents x 7 meetings). To provide water, coffee/tea and light snacks during four hour Parent Engagement meeting.
- Parent-Led Activities: \$1,010. Special Project fund for parents to organize parent activities, support family engagement, and employ family-driven vision (ex: play groups for mental health support)

2. Contract with a community mental health services provider, Gandara Center, to implement the direct service component of the grant for young children in Springfield.

- A. Who are the Direct Service Staff:
 - i. Mental Health Clinician: 1 FTE. S/he will collaborate with Family Partner to develop and implement comprehensive care plan for coordinated clinical and home-based services to children and families.
 - ii. Family Partner: 1 FTE. S/he will provide child and family engagement services and resource linkages in the mental health setting, community settings, and family's homes.
- B. What is the Direct Service:
 - i. The clinician/Family Partner team will directly provide the following services: assessment, brief treatment, wraparound services, school readiness support for children with SED, and work with the family to identify and address sources of extreme stress which can negatively impact a child's physical and emotional growth and development.
 - ii. By referral to their host agency, and through a referral network that builds on the network of their host agency and will expanded through the work of the multidisciplinary Local Team, the clinician and FP will connect young children and their families to: other diagnostic and evaluation services (including Early Intervention), outpatient services, 24-hour emergency services (through the host agency), intensive home-based services for the children and their families, intensive day treatment services, respite care, therapeutic foster care services, and early treatment for those youth with early onset of serious emotional disturbances/serious mental illness.
 - iii. The team will provide formal and informal training and coaching to other staff at their host agency on effective approaches for identifying, supporting and serving young children with serious emotional disturbance and their families.
 - iv. Provide SOC program staff internal resources of technical support for implementation of SOC services, including but not limited to support from: Patient Privacy Officer (or equivalent), Legal Department, IT and EMR support staff, Accounts Payable, and Grants Management.
 - v. Assure that SOC staff receive appropriate clinical supervision which meets the standards afforded to all others within the institution;

- vi. Assure SOC staff are allowed flexibility in scheduling work days to meet the needs of families and community liaisons;
 - vii. Stipulate that work time of the family partner will be dedicated to the provision of care coordination and support to families of young children, to assisting clinicians in provision of optimal care and support to young children and their families, and in the participation in site-based planning and coordination to promote family-centered, culturally-competent, integrated care to young children and their families;
 - viii. Follow SOC service delivery protocols for referrals, assessment, care plans, implementation, and transition processes in delivering SOC services to families;
 - ix. Participate in data collection and documentation efforts required for program monitoring, SOC evaluation, and for measurement of the impact of quality improvement efforts. Specific requirements of the evaluation To Be Determined once SAMHSA releases final requirements.
To include:
 - o full reporting of quality improvement efforts and measures,
 - o informing Local Coordinator and BPHC of new and ongoing collaborative efforts with internal and external partners that involve direct use of family partner and mental health clinician work time,
 - o informing Local Coordinator and BPHC and the evaluation team of any changes in service delivery or data collection processes that could temporarily or permanently impact the program model or reports to state and federal funding agencies, and
 - o working collaboratively with the evaluation team to meet evaluation and data collection needs.
 - x. Administer flexible funding from extra contract funds to support children in caseload who require additional services beyond the scope of SOC and ensure compliance with all Mass Health rules and regulations;
- C. Other Direct Service Staff Responsibilities:
- i. Learning Collaboration:
 - SOC teams are required to participate in “learning sessions” of an Early Childhood Mental Health Learning Collaborative dedicated to improvement of early childhood mental health and developmental services in the Commonwealth of Massachusetts. Along with dedicated SOC staff, site teams will include the YCSOC Coordinator and one other team member agreed to with BPHC (example administrator, primary care provider, early intervention, etc.) involved in early childhood mental health, bringing the complement of learning collaborative participants to four per site.
 - During and beyond the timeframe of the Learning Collaborative, SOC sites are responsible for the following activities:
 - o Assure allocation of time to permit participation of team members in a week-long orientation coordinated through BPHC and in Learning Collaborative cross-site learning sessions during the period from October 1, 2015 to September 30, 2016, as well as future cross-site learning sessions and ECMH trainings.

- Through participation in the Learning Collaborative, contracted sites work with Local Coordinators, BPHC, and other SOC and LAUNCH sites to identify, test, and refine best practices in creating a system of care to young children at risk of developing mental health conditions and their families;
- ii. Grant related Meetings: Staff are expected to attend all required grant related meetings and events, including but not limited to Family Engagement Steering Committee meetings, Parent Council, Program Oversight meetings, and System of Care meetings.
- iii. Other duties as agreed to: As this is a grant funded position, the direct service staff may be asked to fulfill duties related to the grant and funder's requirements.

3. Grant Administration

To facilitate the necessary administrative tasks associated with the implementation of the SOC grant, Springfield Health Department is responsible for the following:

- i. Administer a local travel allowance budget to reimburse costs incurred by SOC staff for expenses related to providing home visits and community based services to children and families.
- ii. Administer a budget for supplies and materials to reimburse costs incurred by SOC staff while providing family-centered, culturally-competent, integrated care to young children and their families.
- iii. Provide Local Coordinator timely access to staff and information as required to assess and assure full and continued program implementation.
- iv. Assure family partner and IECMH clinician attendance at monthly SOC team meetings with Local Coordinator/BPHC and other SOC sites. The goal of these meetings will be to guide planning and implementation and to ensure coordination between sites.
- v. Assure attendance of SOC family partner and IECMH clinician at all mandatory SOC trainings as designated by Local Coordinator/BPHC team.
- vi. Encourage and support participation of SOC family partner and IECMH clinician at social marketing or community events, including staff participation in at least 1 event in the contract period.
- vii. Assure family partner and IECMH clinician attendance at position specific SOC/ LAUNCH meetings. The goal of these meetings will be to support staff in implementation and to ensure coordination between SOC and LAUNCH sites.
- viii. Assure participation of SOC family partner in SOC/LAUNCH Springfield Parent Council, including attendance of at least 2 Parent Council meetings in the contract period and supporting client/parent participation in the council.

- ix. Encourage and support participation of SOC family partner and IECMH clinician at optional trainings identified as relevant professional development opportunities.
- x. Comply with administrative requirements of SOC, including billing for SOC activities each month or at otherwise agreed upon intervals, reporting of gaps in SOC staffing or participation in SOC Learning Collaborative team within two weeks, and prompt submission of reports required for completion of reports and applications to the federal funding agency.
- xi. **Adherence to CLAS (Culturally and Linguistically Appropriate Services):**
 - (a) Engage in and support the activities of the *Disparities Impact Workgroup*, which will meet within the first four months of the project period to review and refine the community-specific Disparities Impact Statement (DIS). The group will use the National CLAS Standards as a framework for addressing the identified disparities. Thereafter, at a minimum, the group will meet three times a year to review progress and, if needed, use rapid quality improvement cycles to redirect local implementation efforts. Members of the workgroup will provide input to the Social Marketing Director as she develops and implements the Social Marketing Plan. Members of the workgroup will be invited to participate in other SOC meetings. The Disparities Impact Workgroup will be composed of representatives from the three cities, including community partners focused on the identified target populations.
 - (b) Support the creation and dissemination of consumer materials, including evaluation materials, in both English and Spanish. The social marketing campaign will include bilingual and bicultural components.
 - (c) Support the CSA in hiring bilingual/bicultural staff (strongly preferred); and in creating a plan to provide interpreter/translation services if needed.
 - (d) Support staff in receiving training to ensure capacity to provide culturally appropriate services to populations served.

Responsibilities of the Boston Public Health Commission are:

A project-wide team, employed by the Boston Public Health Commission, will support and engage the local teams with additional training and technical assistance expertise, employ a Social Marketing Director and Parent Engagement Manager, and convene the Project Oversight Group. The Project Oversight Group will meet at least three times a year to share updates from each city, use rapid quality improvement cycles to redirect local implementation efforts, ensure that grant goals and deadlines are met, and plan for sustainability and wide scale adoption.

- Provide timely guidance and technical assistance to sites concerning goals, objectives, methods and action steps required for SOC implementation;
 - Assure timely notification of sites in regard to documentation, reporting and evaluation requirements of SOC;
 - Provide TA for meeting IECMH reflective supervision needs;
 - Provide training to site personnel as needed for compliance with documentation, reporting and evaluation requirements; as well as guiding principles of system of care service delivery model;
 - Provide leadership and coordination to the learning collaborative in consultation with state and local partners and the SOC evaluation team;
 - Provide regular feedback to sites regarding SOC evaluation and quality improvement findings; as well as program development, policy and procedures;
 - Assure ongoing funding of SOC through prompt compliance with state and federal reporting and documentation requirements;
 - Assure opportunities for certificate-based training and professional development for family partners when possible;
 - Provide and plan for regular meetings of SOC site team members at each SOC site;
 - Provide and plan for regular meetings of SOC site team members (pediatric, mental health, social services, and administrative staff) across LAUNCH sites;
 - Provide and plan for regular review of SOC findings and barriers by health center management, BPHC management and evaluation staff;
- xii. Through participation in the Learning Collaborative, BPHC will work with SOC and LAUNCH sites and Local Coordinators to identify, test and refine best practices in providing a system of care to children with mental health needs and their families;

Period of Performance

Performance for the work agreed to in this Agreement shall begin on **October 1, 2016** not to extend beyond **September 30, 2017**, unless the period of performance is extended by written amendment of Agreement signed by all parties.

BPHC shall have the right to terminate this agreement by giving written notice, at least 30 days in advance of termination date. In the event that the sponsor terminates this project, BPHC will terminate the agreement in accordance with the policy of SOC and Boston Public Health Commission.

This agreement shall not create or be deemed to create any relationship between the other parties other than that of independent contractors who have contracted solely for the purpose of effecting

this agreement. In no event shall either party be liable for the debts of the other party, except as specifically provided in this agreement.

Consideration and Payments

Payments will be made upon receipts on monthly invoices, which are due the 15th of the month following the month in which expenditures are incurred.

The budget period will be from October 1, 2016 -- September 30th 2017 for which Springfield Health and Human Services will be paid **\$198,000.00** on a cost plus fixed fee basis. During the month of September 2017 this scope will be reviewed and amended, if necessary, to revise and refine the scope of work for the next budget year.

Re-Budgeting

Approval of re-budgeting will be governed by the regulations of BPHC as well as the governing federal grant. Any requests for re-budgeting that require approval shall be directed to the Director of the Boston Public Health Commission Bureau of Child, Adolescent and Family Health, Deborah Allen, ScD. BPHC shall not, in the absence of a formal amendment to this Agreement, be obliged to reimburse Springfield Health and Human Services for costs that are in excess of the total amount specified in this agreement or for cost that are not allowed by the Federal Grant supporting this MOU identified as **SM062467 (Massachusetts Multi-City Young Children's Mental Health System of Care)**

Proposed Budget for Springfield Health and Human Services
System of Care Grant 10/1/2016-9/30/2017

SOC Year 2 Expenditures

SOC Year 2 Springfield Budget

Local Coordinator 0.5 FTE \$76,000

Direct Service Staff:

1.0 FTE Mental Health Clinician

1.0FTE Family Partner

(Includes Fringe)

\$110,000

Parent Engagement Steering Committee

Parent Stipend

(\$35/session x 10 parents x 7 meetings)

\$2,450

Child Care

(\$25/hour x 1 provider x 4hr/session x 7 sessions)

\$700

Parent Transportation

(\$9.50 x 10 parents x 7 meetings)

\$665

Meeting Refreshments

(\$2.50 x 10 parents x 7 meetings)

\$175

Parent-Led Activities

\$1,010

Local Travel

\$1,000

Materials

(2 computers x \$550; 3 staff x \$300)

\$2,000

Training

\$2,000

Conferences

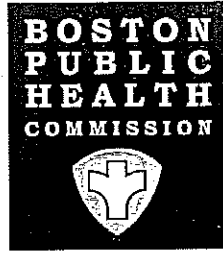
(quarterly conference for 4 project participants,

\$125 registration fee/pp)

\$2,000

Total Budget:

\$198,000



BUSINESS ASSOCIATE AGREEMENT

FORM B

This Agreement is made effective the 1st day of October, 2016, by and between the Boston Public Health Commission ("Covered Entity"), and Springfield Health and Human Services, on behalf of itself and its subsidiaries and affiliates, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of a Covered Entity as defined in the HIPAA Privacy Regulation.

WHEREAS, Business Associate may have access to Protected Health Information ("PHI") (as defined below) in fulfilling its responsibilities under such arrangement;

WHEREAS, Covered Entity and Business Associate intend to protect and provide for the security, confidentiality and integrity of privacy of PHI disclosed by Covered entity to Business Associate, or collected or created by Business Associate, in compliance with the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the regulations promulgated by the Department of Health and Human Services, including but not limited to, the regulations codified at 45 CFR Parts 160 and 164 (the "HIPAA Privacy Regulation"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

THEREFORE, in consideration of the Parties' continuing obligations under this Agreement, compliance with the HIPAA Privacy Regulation, and for and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Regulation and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Regulation or the HITECH Act. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Regulation, as amended, the HIPAA Privacy Regulation shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Regulation, but are nonetheless permitted by the HIPAA Privacy Regulation, the provisions of this Agreement shall control.

Protected Health Information. "Protected Health Information" ("PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Business Associate acknowledges and agrees that all Protected Health Information that is created, received, maintained or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Covered Entity or its operating units to Business Associate or is created or received by Business Associate on the Covered Entity's behalf shall be subject to this Agreement.

- A. Except as otherwise permitted herein, Business Associate may only Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - 1. the Disclosure is required by law; or
 - 2. Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- B. Business Associate may Use and Disclose PHI for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship.
- C. Business Associate may Disclose PHI as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is

required to disclose such information or as otherwise permitted under this Agreement, (if consistent with the HIPAA Privacy Regulation).

- D. Business Associate may Use PHI as would be permitted by the HIPAA Privacy Regulation if such Use or Disclosure were made by the Covered Entity or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- A. Not use or further disclose PHI other than as permitted or required by this Agreement. Business Associates acknowledges and agrees that in addition to the requirements of this agreement, the Business Associates must comply with all applicable sections and provisions of HIPAA, the HITECH Act, and Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules";
- B. Implement appropriate administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310, and technical safeguards as required by 45 CFR §164.312 to prevent Use or Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, records, and books related to the Use and Disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Regulation;
- C. Ensure that Business Associate's agents, including subcontractors, to whom it provides PHI received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
- D. Make available PHI in a reasonable amount of time to the extent and in the manner required by §§164.524, 164.526, and 164.528 of the HIPAA Privacy Rule which permit the patient/client to access rights, amendment rights and an accounting of disclosures of his/her PHI;
- E. Make available Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance;
- F. Notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity's obligations under 45 CFR §164.526.

- G. Incorporate any amendments or corrections to PHI when notified by Covered Entity;
- H. Document its Disclosures of PHI in the same manner as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528; and
- I. Report to Covered Entity within five (5) business days any use or disclosure of PHI which is not in compliance with the terms of this Agreement, including breaches of Unsecured PHI as required under 45 CFR §164.410, and any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. This agreement shall be effective and enforceable by the Parties to this Agreement as of the Effective Date as defined herein, and shall terminate on the earlier of (1) when Business Associate is no longer providing Services to Covered Entity, (2) the termination of this Agreement by either party, or (3) the mutual written agreement of the Parties.
- B. Termination for Cause. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement or fails to satisfy any of its statutory obligations under HIPAA or the HITECH Act. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives notice to Business Associate of such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement, then Covered Entity shall have the right to terminate this Agreement immediately.
- C. Effect of Termination.
 - 1. At termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of the Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of any subcontractors or agents of Business Associate. Business Associate shall not retain any copies of such PHI.
 - 2. If Business Associate determines that such return or destruction of PHI is not feasible or in violation of law, Business Associate shall provide Covered Entity with a notification of the conditions for which return or destruction is infeasible, and Business Associate will extend the protections of this Agreement to the information and limit further Uses and Disclosures to those purposes that make

the return or destruction of the information infeasible or in violation of law, for so long as Business Associate maintains such PHI.

V. GENERAL PROVISIONS

- A. Obligations of Business Associate. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Except as expressly stated herein or the HIPAA Privacy Regulation, the Parties to this Agreement do not intend to create any rights in any third parties.
- B. Amendments and Modifications. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement is intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- C. Interpretation and Severability. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BOSTON PUBLIC HEALTH COMMISSION:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: Mayor

Request for Carryover of BHI funds:

The reasons our Health Center has not spent the funds include the following:

1. Our service area (Greater Springfield and western Massachusetts) has historically had great difficulty hiring and retaining providers (physicians, psychiatrists, NPs, mental health specialists, substance abuse counselors) and in particular Spanish-speaking staff. It is a highly competitive job market which results in taking quite a while in successfully hiring providers who have a mission/background in serving our homeless populations and other patients with serious access to care issues.
2. Our Health Center had contracted with Mercy Medical Center and Baystate Medical Center to hire the providers, and they too after considerable time, were unable to hire the staff needed for BHI grant. We drew down the funds in anticipation of hiring staff.

Further reasoning for carryover:

We are no longer looking to outsource this hire to our partners Mercy Medical Center and Baystate Medical Center. **Our Health Center staff has itself identified an agency with several qualified candidates with full bilingual capabilities that can fulfill the needs of this position. We are looking to use this carryover to hire the qualified staff we have identified to immediately fulfill the needs of this program and provide the necessary service that our specific population requires.**

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Health Services for 	93.224	\$	\$	\$ 193,214.53	\$ 95,506.00	\$ 288,720.53
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 193,214.53	\$ 95,506.00	\$ 288,720.53
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				
		(1)	(2)	(3)	Total (5)	
a. Personnel		\$ 10,500.00	\$ 47,500.00	\$	\$	\$ 58,000.00
b. Fringe Benefits		3,572.00	16,156.00			19,728.00
c. Travel		2,000.00	3,000.00			5,000.00
d. Equipment		7,600.00	300.00			7,900.00
e. Supplies		4,400.00	4,200.00			8,600.00
f. Contractual		124,785.53	0.00			124,785.53
g. Construction		0.00	0.00			0.00
h. Other		30,750.00	24,350.00			55,100.00
i. Total Direct Charges (sum of 6a-6h)		183,607.53	95,506.00	0.00	0.00	279,113.53
j. Indirect Charges		9,607.00	0.00			9,607.00
k. TOTALS (sum of 6i and 6j)		\$ 193,214.53	\$ 95,506.00	\$ 0.00	\$ 0.00	\$ 288,720.53
7. Program Income		\$	\$ 95,506.00	\$	\$	\$ 95,506.00

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Health Services for the Homeless	\$ 95,506.00	\$	\$	\$	95,506.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$ 95,506.00	\$ 0.00	\$ 0.00	\$	95,506.00
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 193,214.53	\$ 48,303.64	\$ 48,303.63	\$ 48,303.63	\$ 48,303.63
14. Non-Federal	95,506.00	23,876.50	23,876.50	23,876.50	23,876.50
15. TOTAL (sum of lines 13 and 14)	\$ 288,720.53	\$ 72,180.14	\$ 72,180.13	\$ 72,180.13	\$ 72,180.13
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Health Services for the Homeless	\$ 193,214.53	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 193,214.53	\$ 0.00	\$ 0.00	\$	0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges: Predetermined			
23. Remarks: Budget revisions reflect dollars not spent within the initial award period.					



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3814

6

Massachusetts League of Community Health Centers (MLCHC) Emergency Preparedness for HSH - No Match Required \$2,000 (Mayor Sarno)

WHEREAS, the Department of Health and Human Services, Springfield Health Services for the Homeless Health Center, has been awarded a MLCHC Emergency Preparedness for HSH Grant of \$2,000.00 from the Mass League of Community Health Center; and

WHEREAS, the purpose of the MLCHC Emergency Preparedness Grant is to assist community health centers to be prepared to respond to disasters that affect their own center and patient population and to assist in a medical/surge event that may overwhelm local resources; and

WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

MLCHC Emergency Preparedness for HSH - \$2,000

RESULT: PASSED BY VOICE VOTE



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 12/12/2016

Department Requesting Grant Setup SHHS

Department Phone # (Please include extension) 6710

Name and Title of Person to Contact in Case of Questions Helen Caulton-Harris

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 19539

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

Xx

Grant Name: Emergency Preparedness

Total Grant Amount Awarded: \$ 2000.00

Is this a Reimbursable Grant?

(Y/N) NO

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	Mass League
Contact Person	Tina Wright
Street Address	40 Court Street, 10 th floor
City, State, Zip Code	Boston, MA 02108
Telephone	(617-426-2225
Fax	617-426-0097
E-Mail	

Actual Award Date 12/1/2016

Board Approval Date

Start Date 7/1/2016

Expiration Date 6/30/2017

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Is there any Leverage? HUD FUNDING ONLY

Source
Amount

Comments re: Description/Purpose of Grant

Emergency Preparedness

Comments re: Conditions/Restrictions of Grant

See Budget

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency? N/A CHECK ISSUED

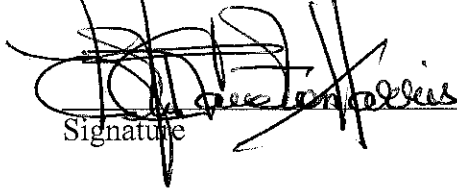
(Ex: Monthly, Quarterly) Monthly If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29955200
Object Codes: 530105/551700
Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.


Signature

12/12/2016
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Massachusetts League
of Community Health Centers

December 1, 2016

Commissioner Helen Caulton-Harris
Executive Director
Springfield Health Services for the Homeless Health Center
95 State Street Suite 201
Springfield, MA 01103-

Dear Commissioner Caulton-Harris:

On behalf of the Massachusetts League of Community Health Centers, I would like to thank you for participating in this year's community health center emergency preparedness and management program, and for your health center's critical role in responding to the needs of your community.

Enclosed for your records is your file copy of the signed fully executed Memorandum of Agreement and check for your health center's allocation of funding. Please make note and advise the appropriate staff of the following deadlines to meet deliverables outlined in the agreement:

- Mid-project report due by **December 15, 2016**
- Project completion report due by **June 30, 2017**

Each report should highlight the state of preparedness at your health center, activities undertaken and accomplishments documented during the project period to date, newly identified gaps and recommendations to address those gaps. The report should reflect your health center's progress implementing new activities as outlined in attachment A of the agreement, and include a full accounting of all expenditures to date. See attachment A of the agreement for specific details.

As always, League staff are at your disposal should you have any questions or concerns regarding this program. Please do not hesitate to contact me, Nehemie Dubovic, or Mary Leary.

Best regards,



Tina Wright
Program Manager - Emergency Management & Public Information

cc: Mary Leary

Good health. Right around the corner.

40 Court Street, 10th Floor
Boston, MA 02108
phone 617-426-2225
fax 617-426-0097
www.massleague.org

Massachusetts League
of Community Health Centers

40 Court Street, 10th Floor Boston, MA 02108 phone: 617-426-2225 fax: 617-426-0097 www.massleague.org

Memorandum of Agreement for Services

This agreement is entered into to provide the terms and conditions under which The Massachusetts League of Community Health Centers (MLCHC) and Springfield Health Services for the Homeless, (CHC) will participate in a project **for the Purpose of Enhancing Emergency Preparedness of Massachusetts Community Health Centers funded by the Massachusetts Department of Public Health (MADPH) with funding under CFDA 93.899 from the Office of Assistant Secretary for Preparedness & Response (ASPR) Hospital Preparedness Program.** By entering into this agreement your health center commits to advance CHC emergency planning and preparedness activities, and syndromic surveillance system efforts in collaboration with the MLCHC and the MADPH.

I. SCOPE OF SERVICES

The Massachusetts League of Community Health Centers, Inc. has entered a Master Agreement with the Massachusetts Department of Public Health to assist community health centers to be prepared to respond to disasters that affect their own center and patient population and to assist in a medical/surge event that may overwhelm local resources. The MLCHC is authorized to provide direct support and funds to community health centers to advance emergency planning and preparedness activities and syndromic surveillance system efforts. The MLCHC is responsible for coordinating, managing and providing direct support to CHCs statewide. **Specific activities under this agreement are outlined in Attachment A: Scope of Services** as they apply to the MLCHC and to individual community health centers participating in this program. The President and CEO of MLCHC, by his designee Ellen Hafer, Executive Vice President and COO must approve any changes proposed to the scope of work in writing.

II. COMPENSATION

A fixed payment of **\$ 2,000.00** will be provided to the community health center participating in this agreement to apply toward their direct costs accrued in activities and assignment of personnel to fulfill the scope of services (outlined in Attachment A) and will cover expenses for the period to begin July 1, 2016 and completed by June 30, 2017.

Actual payment to the CHC will be made upon the return of this MOA, signed in triplicate by an authorized representative of the CHC committing to participation in the Scope of Services and accompanied by any required supporting documentation to MLCHC. Anticipating that the CHC will incur more expenses than funded, the MLCHC and MADPH require CHCs by their participation to maintain specific supporting documentation for expenses related to this grant at the CHC offices documenting encumbered, accrued and paid expenses of \$2,000.00 for use of these funds, and such documentation will be made available and reported as requested by MLCHC. Any undocumented expenses and/or unused funds must be returned to MLCHC at the end of the contract period.

Please return three (3) signed MOAs **no later than October 31, 2016** to the attention of:

Nehemie Dubovic, Project Coordinator
Massachusetts League of Community Health Centers

40 Court Street, 10th Floor
Boston, Massachusetts 02108

III. PROGRESS REPORTS

Required reporting by the CHC is outlined under **Attachment A: Scope of Services**.

IV. APPROVALS

All aspects of the services, products and activities compensated for by this agreement are subject to the approval of appropriate MLCHC staff.

V. HOLD HARMLESS CLAUSE

The CHC will hold MLCHC and its employees harmless from any and all liability of every nature and description arising out of this agreement which the CHC or any third party may have suffered through damage to property or personal injuries by means of negligence of the CHC, its agents or employees.

VI. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, REPRODUCTION AND USE OF CONTRACT MATERIALS

By participating in this Memorandum of Agreement CHCs commit to share and exchange with the MLCHC and other CHCs materials, policies, and procedures developed and best practices, work flows, templates, guidance and information materials developed under this agreement. For any materials directly developed with these funds the CHC is required to recognize that the material is supported with funds from the MLCHC and the MADPH. If the CHC prepares, publishes, or distributes any brochure, periodical, or other publication describing activities and funded by this agreement, the material will contain a prominently displayed statement to that effect (e.g., "This publication was funded, in whole or in part, via memoranda of agreement between this Community Health Center and the MLCHC. Funding allocated to the MLCHC made available to the Health Center was provided through a contract with the Office of Preparedness and Emergency Management at the Massachusetts Department of Public Health, with funding from the Office of Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program. The views and opinions expressed as part of the [name of the activities described herein] and all related documents and materials do not necessarily represent the views and opinions of the Office of Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program.")

VII. TERMINATION

Both MLCHC and the CHC may terminate its participation in the project at any time upon a 15 day written notification. If the CHC is not in breach or default of any provision of this agreement, they will retain dollars expended to date with documentation provided to the MLCHC and return uncommitted and unexpended dollars to the MLCHC up to the date of termination. Notice of termination should be delivered to MLCHC at the following address:

Ellen Hafer, Executive Vice President and COO
Massachusetts League of Community Health Centers
40 Court Street, 10th Floor
Boston, Massachusetts 02108

MLCHC Notice of termination should be delivered to the CHC at the following address (enter address):

VIII. CONFIDENTIALITY

The CHC will comply with all applicable federal and state regulations relating to confidentiality and privacy. The CHC agrees to take reasonable steps to insure the physical security of any confidential data under its control. The CHC agrees that it will inform each of its employees having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The CHC will use this confidential data only as necessary for the performance of this agreement.

IX. PERSONNEL ASSIGNED

The CHC will assign work described in the Scope of Services in this agreement only to persons who are well qualified to complete the described work and activities.

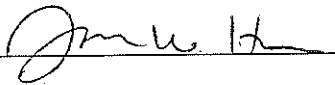
X. INDEPENDENT CONTRACTOR STATUS

The CHC, and all personnel assigned by the CHC, shall not be considered employees of MLCHC.

XI. NONDISCRIMINATION

The CHC will not discriminate against any person of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental handicap. The CHC agrees to comply with all applicable federal, state and city statutes, rules and regulations discrimination.

For the MLCHC:

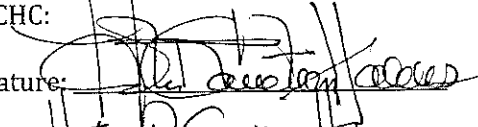
Signature: 

Name: James W. Hunt, Jr.

Title: President & CEO

Date: 11/29/14

For CHC:

Signature: 

Name: Herbert R. Gault, Jr.

Title: Commissioner / Ex Director

Date: 11/14/2016

Attachment A: Scope of Services

The Massachusetts League of Community Health Centers (MLCHC) is entering into this memorandum of agreement with Springfield Health Services for the Homeless (CHC) to clearly delineate roles and responsibilities for the MLCHC and the participating CHC and for services and activities that may be supported by funds allocated to the CHC. When the memorandum of agreement is signed and returned to MLCHC by **no later than October 31, 2016**, MLCHC will issue non-competitive awards of \$2,000.00 of funding as provided for by the Allocation Plan.

Through provision of funding received by MLCHC under contract with Massachusetts Department of Public Health (MADPH), the continued work of CHCs to advance emergency preparedness planning, response and recovery efforts will be supported. Funding provided to MLCHC by MADPH is being utilized by the MLCHC to coordinate, manage, and provide direct support to eligible CHCs as detailed in the allocation plan.

The Scope of Services committed to by the MLCHC and the participating Community Health Center is listed below:

MLCHC Activities:

The MLCHC will be required to conduct the following activities:

- 1) Serve as the program manager coordinating and supporting CHC preparedness activities. Closely monitor activities funded under this contract and assure compliance with the program requirements;
- 2) Subcontract funding to all CHCs according to the allocation plan developed with DPH OPEM. MLCHC will work with each subcontracted CHC and will develop and submit to DPH OPEM a hospital Preparedness Program (HPP) capabilities-based work plan tied to the funding. Each subcontracting CHC will assign and identify a staff member(s) to serve as its emergency preparedness coordinator and point of contact for preparedness planning and response and activities under this funding.
- 3) Support development/enhancement of regional Health and Medical Coordinating Coalitions (HMCCs) under the Hospital Preparedness Program/Public Health Emergency Preparedness Programs (PHEP) by ensuring active participation of CHC representatives in each of the six regional HMCCs, their executive committees and other planning committees or work groups. In BP5, MLCHC will work with DPH OPEM and with HMCC Sponsoring Organizations to identify and recruit representative of local community health centers to serve as members for each of the HMCC executive committee. It is the expectation that as of June 30, 2017, MLCHC will not participate as the primary representative for community health centers/large ambulatory care organizations on an HMCC governing body in more than one region. MLCHC may choose to participate in stakeholder meetings, planning committees or other work groups for each HMCC.
- 4) Develop one state-level project that will help CHCs make progress toward demonstrating one or more specific HPP Capabilities.
- 5) Provide guidance and technical assistance to all CHCs on emergency preparedness planning and response, National Incident Management System (NIMS) and Incident Command System (ICS), medical surge planning, and the syndromic surveillance system and electronic health reporting capabilities;
- 6) Assist community health centers with the utilization of emergency notification and situational awareness systems, including the Health and Homeland Alert Network (HHAN);

- 7) Provide 24/7 contact information to MADPH, and be available to assist DPH response efforts with staffing, technical assistance or other requests in the event of a large-scale disaster.
- 8) Provide assistance and support to the OPEM for other activities as may be required for the CHC preparedness and response initiatives and the development of supporting products and tools.

Individual Community Health Center Activities:

The MLCHC will subcontract funding to all CHCs according to the allocation plan in the initial funding allocation to the MLCHC. The CHC participating in this MOA along with other participating CHCs will conduct the following activities:

- 1) Assign and identify a staff member(s) to serve as the CHC emergency preparedness coordinator. He/she will serve as the primary Point of Contact for preparedness planning and response and assure activities under this funding are accomplished, including:
 - a. CHC-specific emergency response and medical surge planning;
 - b. participating in regional healthcare planning and attending regional planning meetings; and,
 - c. assist with defining the CHC emergency management role within its community.
- 2) Provide the MLCHC with up-to-date emergency contact information and participate in communications tests;
- 3) Participate in assessments of CHC emergency preparedness planning efforts, and participate in trainings and drills/exercises to improve CHC plans, as funding and opportunities allow.
- 4) Involvement in regional health and medical coordinating coalition (HMCC) activities, including but not limited to:
 - a. representing the CHC by attending a minimum of two (2) regional stakeholder meetings of the HMCC during the contract period;
 - b. participating in the development and testing of the regional coordination plan and planning for resource sharing and coordination;
 - c. participating in the CDC-required full scale Medical Counter Measure exercise; and,
 - d. participating in a project that addresses a previously identified regional gap or supports progress towards one or more specific PHEP and HPP capabilities.
- 5) Actively participate, as resources and opportunities allow, in emergency preparedness drills and exercises that are sponsored by partners in state public health and emergency management agencies, and by local public health, hospitals, EMS agencies, other first responder agencies, Homeland Security Councils, and others.
- 6) Participate in assessments and in planning meetings and discussions about developing mutual aid agreements related to emergency management.
- 7) Participate in:
 - a. MADPH's regional Hazard Vulnerability Analysis efforts with local public health, healthcare, and emergency management and public safety partners; and
 - b. engage and support local Medical Reserve Corps and/or the Commonwealth's MA Responds.
- 8) Ensure that key health center leadership is trained in ICS-100 (or HICS-type equivalent) and IS-700;
- 9) Encourage all CHC staff members to have personal preparedness plans, to be knowledgeable about the CHCs emergency and business continuity plans and to understand their role in a disaster;
- 10) Train staff members, including the emergency preparedness coordinator, in the use of the HHAN and the MADPH WebEOC system and participate in trainings and drills/exercises that utilize those systems.

Reporting Requirements for Community Health Centers participating in this MOA:

The CHC shall submit a mid-project progress report (by no later than **December 15, 2016**) and a project completion report (by no later than **June 30, 2017**) to MLCHC. The reports shall include a narrative account of:

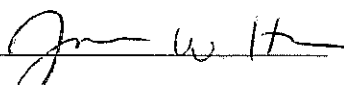
- a. the state of preparedness at your CHC;
- b. activities undertaken and accomplishments documented during the project period;
- c. newly identified gaps, and potential improvements/ recommendations to address the identified gaps in preparedness;
- d. annual program assessment/survey submission (to be provided by MLCHC); and,
- e. updated emergency contact information (form to be provided by MLCHC).

The project completion report will also include a financial report reflecting all expenditures by the individual participating CHC.

The MLCHC will be responsible for collecting and maintaining within its records a pair of individual reports (mid-project and end-of-project) from each participating CHC that include the components outlined above, as appropriate. Each CHC by participating in this MOA and accepting funding commits to provide a mid-project report and end-of-project reports on outlined components and submitted to:

Nehemie Dubovic, Project Coordinator
Massachusetts League of Community Health Centers, Inc.
40 Court Street, 10th Floor
Boston, MA 02108

For the MLCHC:

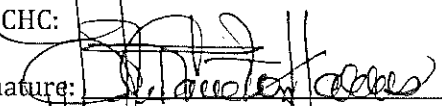
Signature: 

Name: James W. Hunt, Jr.

Title: President & CEO

Date: 11/29/14

For CHC:

Signature: 

Name: Philip G. Williams

Title: Commissioner / Ex Director

Date: 11/14/2016

Questions regarding this MOA and scope of service are to be directed to:

Tina T. Wright, Program Manager –
Emergency Management & Public
Information
617-988-2231
twright@massleague.org

Mary Leary, Policy & Program Analyst
617-988-2261
mleary@massleague.org

Nehemie Dubovic, Project Coordinator
617-988-2311
ndubovic@massleague.org



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3830 A

7

Order Authorizing the Library Department to Apply for Grant for New East Forest Park Library (Mayor Sarno)

WHEREAS, the City Library Department intends to apply for a grant (See Attachment 1) from the Massachusetts Board of Library Commissioners ("MBLC Grant") for partial funding for the construction of a new East Forest Park Branch Library, to be built on a portion of the Mary Dryden Veterans Memorial Elementary School site consisting of approximately 3.525 acres, as depicted on the plan attached hereto as Attachment 2; and

WHEREAS, the Department intends to use the grant funds to partially pay for the construction costs for the East Forest Park Branch Library project, and

WHEREAS, the Department seeks the City Council's approval to apply for the grant, so that the application may be submitted on or before the grant application deadline of January 26, 2017; and

NOW THEREFORE BE IT ORDERED, that the City Council authorizes the Library Department to submit an application for the MBLC grant for the purposes described herein.

RESULT:	ADOPTED [11 TO 1]
AYES:	Edwards, Allen, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
NAYS:	Timothy J. Rooke
ABSENT:	Adam Gomez



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

To: Chairs of Library Trustee Boards
Library Directors
Chief Municipal Officers

From: Dianne Carty, Director

Date: May 5, 2016

I am pleased to announce an application round under the Massachusetts Public Library Construction Program (MPLCP). This is an application round for a general construction grant for the renovation, expansion, and new construction of public library facilities. Letters of Intent (form included in this mailing) for the General Construction Application Round must be received or postmarked by Friday, October 7, 2016.

This Program is governed by Regulations (605 CMR 6.00) most recently revised and approved by the Board of Library Commissioners at its meeting on September 3, 2015. These Regulations were published by the Secretary of the Commonwealth on September 25, 2015 and made available on the MBLC website at <http://mblc.state.ma.us/grants/construction/regulations>.

It is important to note that town meeting or city council votes to (1) approve your project's design and (2) approve applying for, accepting and expending MPLCP grant funds is required. The deadline for obtaining these approvals is June 17, 2017, but we recommend obtaining them prior to submitting your grant application. Project funds do not need to be approved prior to submitting the application or receiving a provisional grant award.

Enclosed are documents related to the application round. The Massachusetts Department of Revenue 20012 income figures and the 2014 State Equalized (EQV) statistics that were used to establish this grant round's Economic Need Factor and sample warrant articles for town meeting approvals are available on our website at <http://mblc.state.ma.us/grants/construction/program>.

I look forward to working with you to improve public library buildings throughout the Commonwealth.

Enclosures: Program Notice for the General Construction Grant
Letter of Intent form for the General Construction Grant
Calendar for the General Construction Grant Round

Massachusetts Board of Library Commissioners
98 N. Washington Street, Suite 401, Boston, MA 02114
P: 800-952-7403 (in-state only)
P: 617-725-1860
F: 617-725-0140

mass.gov/libraries
(consumer portal)

mass.gov/mblc
(agency site)



@mbclibraries

PROGRAM NOTICE

Massachusetts Public Library Construction Program

Issued on May 6, 2016

GENERAL CONSTRUCTION PROJECTS

Application Round
May 2016-July 2017



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

Commonwealth of Massachusetts Board of Library Commissioners
98 North Washington Street, Suite 401
Boston, Massachusetts 02114

(800) 952-7403 • (617) 725-1860 • FAX (617) 725-0140

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SPACE PLANNING GUIDELINES 8

INTRODUCTION

This is the official Massachusetts Public Library Construction Program (MPLCP) Program Notice for the 2016-2017 construction grant round. This document outlines grant application requirements and procedures for construction projects. Applicants are advised to read and understand the September 2015 revision of the program regulations, 605 CMR 6.00. Applicants should not view this Program Notice as containing all necessary information.

The MPLCP was established by Chapter 478 of the Acts of 1987, and has been reauthorized and funded multiple times. As of July 2015, 276 grants have been awarded totaling \$327,730,022 million for 185 construction projects, 79 projects for planning and design, and 13 Green Library Incentives.

The general purpose of the MPLCP is to improve public library facilities throughout the Commonwealth. The MPLCP is governed by regulations (605 CMR 6.00) which were most recently revised and approved by the Board of Library Commissioners at its September 3, 2015 meeting.

These regulations have been published by the Secretary of the Commonwealth and are available at <https://mblc.state.ma.us/grants/construction/regulations>.

All applicants will be required to meet the assurances and requirements which are detailed in the regulations and in this Program Notice.

ELIGIBLE APPLICANTS

- The grant round application must be made by a city or town unless a library corporation has

been designated and empowered by prior legislative action to conduct capital projects.

- The public library for which the application is being made must have been certified, with or without a waiver of the Municipal Appropriation Requirement, by the Massachusetts Board of Library Commissioners (MBLC) individually or as part of a municipal application to receive State Aid to Public Libraries under M.G.L. c.78, 19A and 19B in FY2016. State Aid certification must be maintained throughout the application and construction period.
- The applicant must have on file at the MBLC a library Long-range Plan and annual action plan for FY2018 which meets the definition in 605 CMR 6.02. If a Long-range Plan is not currently on file, it must be received by October 3, 2016 or accompany the Letter of Intent. An action plan for FY2018 must be received by December 2, 2016.
- In a municipality with multiple independent public libraries or a main library and branches, a comprehensive town-wide plan for library service must be submitted with or prior to the Letter of Intent.
- If the applicant is a city or town with a single library facility, and it received a state Public Library Construction Program or Federal Library Services and Construction Act Title II grant award within the preceding 20 years, it will not be eligible for this application round.

However, if the previous project was a single purpose project as defined in prior regulations, the library is eligible to apply within the 20 year grant horizon. In the case of either a construction project or a reimbursement project, an exception may be sought if the municipality has experienced a significant unexpected increase in population since the previous project. (see 605 CMR 6.05(1)(b)(10)).

- If the applicant is a city or town with multiple independent libraries or a library system with more than one location, and it received a state Public Library Construction Program or Federal Library Services and Construction Act Title II grant award within the preceding 5 years, it will not be eligible for this application round.
- Only one application will be accepted from a given municipality in this application round. In a municipality with multiple independent public libraries or with a main library and branches, the municipality will determine which library or branch may apply. A comprehensive town-wide plan for library service must be submitted with or prior to the Letter of Intent (see 605 CMR 6.05(1)(b)(11)).

ELIGIBLE PROJECTS

1. An eligible project must be a public library project approved by a majority vote of town meeting or city council. Approval of town meeting prior to application is recommended, but may be received as late as June 17, 2017 and forwarded to the MBLC after the grant application deadline of January 26, 2017. Cities must obtain a majority vote of the city council with the approval of the mayor. In a municipality having a town council form of government, a majority vote of the town council is necessary. In no case may approval be received later than June 17, 2017 for this application round.
2. The design must be based upon and correlate with a written library building program using a 20-year planning horizon. This program must be prepared by the library independently and before the selection of the architect who will prepare the schematic design.
3. Only municipalities of 50,000 or greater population may apply for phased projects. The application must include a plan defining the phases, time line, costs, and how each phase advances the library's ability to meet its 20-year need.

TYPES OF ELIGIBLE PROJECTS

- New Construction
- Addition/Renovation
- Renovation
- Joint Public Library

APPLICATION PROCEDURES

1. Submit a building program based on a 20-year planning horizon (see 605 CMR 6.05 (2) (d)(1)), written independently and before hiring an owner's project manager (OPM) and architect.
2. Hire a qualified OPM in accordance with Massachusetts Office of Inspector General's legal and procedural requirements for designer selection laws that apply to public design and construction contracts in Massachusetts.
3. Hire a qualified, Massachusetts-registered architect in accordance with the Massachusetts Office of the Inspector General's legal and procedural requirements for designer selection laws that apply to public design and construction contracts in Massachusetts.
4. Obtain the services of an experienced and professional independent cost estimator to develop a preliminary project cost estimate.
5. Submit a Letter of Intent for this application round (original and two copies) to the Massachusetts Board of Library Commissioners postmarked by **October 7, 2016**. No faxes or electronic submissions will be accepted. An accepted Letter of Intent is required in order to participate in this application round.
6. Attend one of the scheduled application workshops presented around the state in

October/November 2016. In-person attendance is mandatory. Grant application forms will be distributed at the workshops.

7. Deliver completed grant application and all accompanying materials to the MBLC office by **January 26, 2017 at 4:00 PM** or **postmarked by January 26, 2017.**

REQUIREMENTS FOR LETTER OF INTENT

1. One original and one copy of the Letter of Intent form must be submitted by the October 7, 2016 deadline on the form provided. No faxes or electronic submissions will be accepted. An accepted Letter of Intent is required in order to participate in this application round.
2. If an applicant has not submitted a building program that has been officially accepted by MBLC staff at an earlier date, the applicant must include a dated copy of its completed library building program with the Letter of Intent form. MBLC approval of a Letter of Intent confirms the acceptance of the library building program for planning purposes.
3. The applicant must attach documentation that a qualified Owner's Project Manager (OPM) has been hired according to Massachusetts Office of Inspector General's legal and procedural requirements for designer selection laws that apply to public design and construction contracts. Documentation must show that this was done after completing the building program and before choosing an architect.
4. The applicant must attach documentation that a registered Massachusetts architect has been chosen according to the Massachusetts Office of Inspector General's legal and procedural requirements for designer selection laws that apply to public design and construction contracts. Documentation must show that this

was done after completing the building program and after hiring the OPM. This architect will develop a schematic level design based on a library building program that was completed prior to hiring the architect (see 605 CMR 6.02, Building Program).

5. If the Letter of Intent form, building program or other documents are substantially incomplete, or if either the project or the applicant is not eligible according to 605 CMR 6.00, the applicant will be notified in writing by the Board.
6. Libraries seeking an exception to the 20-year grant horizon (see page 3) must do so prior to submitting the Letter of Intent.
 - Libraries that have had a previous project that was a single purpose project (as defined in prior regulations) are eligible to apply within the 20 year time horizon.

REQUIREMENTS FOR APPLICATION

1. The applicant must agree to all the assurances listed in 605 CMR 6.05(2)(d).
2. As stated in 605 CMR 6.06(7)(d), the application must include:
 - (a) A library building program (see 605 CMR 6.06(2)(a)).
 - (b) Schematic drawings (or more complete drawings as available), prepared by a Massachusetts registered architect.
 - (c) An estimated project budget, prepared independently by an experienced professional cost estimator, based on the plans and the construction budget. If the project intends to qualify for the Green Library Incentive, Leadership in Energy and Environmental Design (LEED),

- consultants/engineers, certifiable designs, building practices, and components, systems and materials must be included in the project budget. (see 605 CMR 6.07(7)(f).
- (d) Site plan prepared by a Massachusetts registered architect with parking, grading, building location and designation of utilities.
 - (e) Geotechnical survey for new construction (including additions) documenting the appropriateness of the site for construction.
 - (f) Hazardous materials survey report.
 - (g) Map showing existing and, if different, future library site.
 - (h) Proposed plan or schedule for obtaining local funding for the project.
 - (i) Proposed project schedule or timeline, from design development through completion of construction.
 - (j) Statement of need and project description.
 - (k) Pictures of existing site/building and, if applicable, new site.
 - (l) A copy of the Massachusetts Historical Commission Project Notification Form, as submitted to the Massachusetts Historical Commission. Submission of this form is required for all projects.
 - (m) For Joint Public Library projects or construction projects involving shared facilities with non-library entities, an authorized Management Plan establishing governance, fiscal and personnel management policies agreed upon by partnering municipalities and organizations (see 605 CMR 6.02, Management Plan).
 - (n) For municipalities with a municipal public library and/or more than one independent public library or branch libraries only, a comprehensive town-wide plan for library service (see 605 CMR 6.05(1)(b)(11)).
 - (o) For municipalities of greater than 50,000 populations proposing a phased project only, a plan defining the phases, time line, costs, and how the multiple phases will advance the library's ability to meet the 20-year need. (see 605 CMR 6.02, Phased Project).
 - (p) A "LEED Project Scorecard" (latest version) for projects designed according to LEED certification standards.

SELECTION PROCEDURES

- (1) All applications will be reviewed and ranked by a team of independent reviewers. A site visit by a review team member will be part of the review process. (see 605 CMR 6.07(3)).
- (2) Applications will be reviewed for compliance with the requirements detailed in 605 CMR 6.07, space planning guidelines set forth in the Program Notice below, and evaluative criteria set forth in 605 CMR 6.07(5).
- (3) Funding Formulas as specified in 605 CMR 6.07(7) will be applied to determine potential funding amounts. The funding formulas are based on eligible project costs (see 605 CMR 6.02, Eligible Costs).
- (4) The following priorities will be used by the MBLC Executive Director in determining recommendations to the MBLC Board:

- (a) The review and ranking of applications by independent reviewers (see 605 CMR 6.07 (1 through 5)).
 - (b) The distribution by community size of projects recommended for funding in relation to the distribution by community size of all projects reviewed for this application round.
 - (c) Receipt of applications for joint library projects, which are given higher priority.
 - (d) The availability of funds.
- (5) Those projects recommended for funding will either receive a provisional grant award pending confirmation of local funding (within 6 months of the MBLC vote) or be placed on a waiting list if state funds are not yet authorized.
- (6) Those projects not recommended for funding will receive specific information on the shortcomings of their applications and will have six months to improve and resubmit the application. After an independent review of the resubmitted applications, these projects may be recommended for funding or waiting list placement, or be invited to submit in a future application round.

FUNDING FORMULAS

The award for each project recommended for funding will be determined according to the following formulas:

(1) Public Library Project in a Single Municipality

Eligible Cost	Incremental State Share
First \$3,000,000	60% of amount up to \$3,000,000

\$3,000,000 - \$6,000,000	45% of amount between \$3,000,000 and \$6,000,000
\$6,000,000 - \$15,000,000	40% of amount between \$6,000,000 and \$15,000,000
\$15,000,000 and up	30% of amount above \$15,000,000

(2) Joint Public Library Project (two or more municipalities)

Eligible Cost	Incremental State Share
First \$3,000,000	75% of amount up to \$3,000,000
\$3,000,000 - \$6,000,000	60% of amount between \$3,000,000 and \$6,000,000
\$6,000,000 - \$15,000,000	55% of amount between \$6,000,000 and \$15,000,000
\$15,000,000 and up	45% of amount above \$15,000,000

(3) Phased Project (municipalities of 50,000 or greater population only)

Eligible Cost	Incremental State Share
First \$1,000,000	50% of amount up to \$1,000,000
Second \$1,000,000	45% of amount between \$1,000,000 and \$2,000,000
\$2,000,000 - \$5,000,000	40% of amount between \$2,000,000 and \$5,000,000
\$5,000,000 - \$7,000,000	30% of amount between \$5,000,000 and \$7,000,000
\$7,000,000 and up	20% of amount above \$7,000,000

(4) Community Economic Need Factor (all applicants)

A need factor as determined by using 2014 State Equalized Evaluation (EQV)* and 2012 Department of Revenue income figures is applied to every

municipality in the state. This program uses a range of 0.45 % to 15.0 % as a need factor. The need factor is added to the base award for a construction project for every municipality.

*The Massachusetts Department of Revenue [<http://www.mass.gov/dor/local-officials/assessor-info/equalized-valuations-eqv.html>] website defines Equalized Valuations (EQV) as "representing the **full and fair cash value** of all taxable property for each municipality as of January 1, 2014."

GREEN LIBRARY INCENTIVE

An applicant may qualify for a MPLCP Green Library Incentive in order to receive an additional 2% to 3.5% of its total construction grant award. The Incentive is based on the total grant award that includes the 2016-17 application round's economic need factor. The minimum Green Library Incentive will be \$100,000 and the maximum will be \$500,000. In order to be approved for the incentive a project must register for LEED certification with the Green Building Certification Institute, which administers the US Green Building Council's LEED certification program. When the project is complete, it must receive official LEED certification and must submit official US Green Building Council documentation to the MBLC confirming receipt of certification. (see 605 CMR 6.07(7)(f))

The Green Library Incentive must be used to offset the library's project costs or other features that enhance the operation and maintenance the library.

LEED Certification Levels	Added to Grant Award
Certified (basic)	+ 2.0%
Silver	+ 2.5%
Gold	+ 3.0%
Platinum	+ 3.5%

AWARDS

Award recommendations will be considered by the Board of Library Commissioners at its regular monthly meeting in July 2017.

SPACE PLANNING GUIDELINES

Space Planning Guidelines. These recommendations are provided as guidelines; significant deviations should be explained and justified in the application. Reviewers will use these guidelines in evaluating and ranking applications. The service population indicated in your library building program should be used to calculate these figures.

Space for Collections. The space allocated to house physical materials should accommodate the projected collection growth (or negative growth) for the next 20 years, based on the library building program. This program must include adequate space for all current physical formats and be flexible enough to accommodate future formats.

A guideline for print collection size is the "Basic" level from the 2010 edition of the Wisconsin Public Library Standards document. Given the rapid change in formats, print collections should not greatly exceed the basic level unless special circumstances apply, e.g., the library has a special collection in a particular subject, or the community has a demonstrated need for a larger collection in a specific area.

Volumes Held per Capita (Print)

A general rule of thumb is that every library, regardless of the population served, should have a minimum of 8,000 volumes (in all physical formats).

Population	Volumes per Capita
Less than 2,500	10

2,500 to 4,999	7
5,000 to 9,999	6
10,000 to 24,999	4.8
25,000 to 49,999	3.4
50,000 to 99,999	3.6
100,000 and over	2.5

Source: *Wisconsin Public Library Standards*, 5th ed., 2010
[\[http://pld.dpi.wi.gov/pld_standard\]](http://pld.dpi.wi.gov/pld_standard)

Seating. Seating should meet or exceed the number calculated using the table below. For a library whose population falls between the figures given, the recommended number of seats should be calculated proportionally.

Seats at fixed electronic workstations, microform readers and other dedicated seating should not be counted in the general seating count. Also omitted from the general seating count are seats in rooms not always open to library patrons, such as auditoriums, meeting rooms and study rooms.

POPULATION	SEATS PER THOUSAND
1,000	22.5
2,500	14.25
5,000	10.0
10,000	7.0
25,000	4.5
50,000	3.0
100,000	2.25

Source: Dahlgren, Anders: *Public Library Space Needs: a Planning Outline*, 2009
[\[http://dpi.wi.gov/pld/boards-directors/space-needs\]](http://dpi.wi.gov/pld/boards-directors/space-needs)

Parking. Projects must provide at least one parking space for every 400 gross square feet of building,

not including staff parking requirements. If the number of parking spaces deviates from this guideline, the Applicant must show that the appropriate local boards have approved an alternative parking plan.

Other program and/or square footage use and cost standards may be developed by the MBLC and the Division of Capital Planning and Operations.



Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

Massachusetts Public Library Construction Program

Massachusetts Public Library Construction Grant Round

General Outline of Requirements and Procedures

This outline provides a snapshot of the requirements and procedures necessary to qualify for the Massachusetts Public Library Construction Program (MPLCP) general construction grant round. Applicants are advised to read and understand Program Regulation 605 CMR 6.00, and not view this document as containing all necessary information. Each construction grant round cycle is dependent on capital bond bill funding. For more complete information, program regulations are available at mbic.state.ma.us/grants/construction/regulations

Eligibility

- Applicants. To be an eligible applicant a library must:
 - Have an approved long-range plan and current annual action plan on file at the Massachusetts Board of Library Commissioners; municipalities with multiple libraries must have a comprehensive plan for library service.
 - Not have received a Public Library Construction Program or Federal Library Services and Construction Act Title II grant award within the preceding 20 years. Some exceptions may apply.
 - Submit only one application per grant round; in the case of multiple libraries, only one authorized library may apply per municipality.
- Projects. To be an eligible project you must:
 - Have the project approved by Town Meeting or City Council

- Have a written building program based on a 20-year planning horizon; the building program must be completed before the hiring of an architect
- Hire an owner's project manager and architect following state qualification-based selection procedures
- Conduct a site investigation and submit a report of the investigation with the application
- Have ownership of a building site or a 99-year lease
- Have a design based upon and correlated with a written library building program
- Have an estimated project budget done by an independent cost estimator

Types of Projects

- New Construction
- Addition/Renovation
- Joint Public Library
- Renovation

Letter of Intent

- Submit on required forms and send attachments
- Attachments:
 - Document that a qualified owner's project manager and a registered Massachusetts architect have been hired using qualification-based selection procedures
 - Building program

Application Requirements

- Submit completed application
- Meet all assurances listed in 605 CMR 6.05 (2) (c)
- Use accepted professional guidelines and standards for library design
- Submit attachments listed but not limited to:
 - Building program
 - Schematic drawings
 - Project budget
 - Site plan
 - Subsurface soil analysis
 - Hazardous Material Survey Report
 - Topographical Survey
 - Map showing existing and, if different, future library site
 - Proposed project timeline and funding plan
 - Statement of need
 - Pictures of site and building
 - Copy of Massachusetts Historical Commission (MHC) Project Notification form as submitted to the MHC
 - Project plan for libraries serving populations of 50,000 or more that are proposing phased projects
 - Management plan for libraries with joint project proposals
 - Latest version of LEED project checklist for new construction and major renovation if applying for Green Library Incentive

Application Review and Recommendations for Funding

- All applications are reviewed and ranked by teams made up of five independent reviewers
- Priorities used in making funding recommendations:
 - Review and ranking of applications by review teams
 - Need factor as determined by the state's EQV (equalized valuations) and Department of Revenue income figures
 - Distribution by community size of all projects reviewed for the grant round
 - Joint library project applications
 - Availability of authorized funds
- The Massachusetts Board of Library Commissioners considers recommendations and approves libraries to either be:
 - Awarded a provisional grant award pending confirmation of local funding within six months, or
 - Placed on a waiting list if funds are not yet authorized
- Libraries not recommended for funding may revise and resubmit their applications within six months or submit an application in a future grant round

Green Incentive

A Green Library Incentive is offered to qualifying libraries that achieve US Green Building Council LEED certification and submit documentation confirming certification after project completion.

Technical Assistance

For more information on this grant process or help in reviewing and commenting on library plans and designs contact MBLC library building consultants at **1-800-952-7403**

Rosemary Waltos, x246 or rosemary.waltos@state.ma.us
Lauren Stara, x245 or lauren.stara@state.ma.us

For more information, please see our resource guides:
guides.mblc.state.ma.us/construction/about

Massachusetts Board of Library Commissioners

98 N. Washington Street, Suite 401
 Boston, MA 02114-1913

1-800-952-7403 (in-state)

(617) 725-1860 (phone)

(617) 725-0140 (fax)

www.mass.gov/mblc (agency website)



East Forest Park Branch Library

Springfield, Massachusetts

Site Plan



City Council

ADOPTED

Meeting: 01/09/17 07:00 PM
Initiator: Melanie Acobe
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3815

8

Collective Bargaining Agreement Ratification - SOLE (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the Springfield Organization of Library Employees (SOLE)- that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2015 through June 30, 2018; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes wage increases effective July 1, 2015 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2016 of two per cent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2017 of two per cent (2%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the Springfield Organization of Library Employees (SOLE), and the terms thereof, as described in the attached documents, for the time period of July 1, 2015 through June 30, 2018.

RESULT:	ADOPTED [12 TO 0]
AYES:	Edwards, Allen, Rooke, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
ABSENT:	Adam Gomez

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Timothy J. Plante, Chief Administrative & Financial Officer
Date: December 28, 2016
Re: Order for Council Meeting – January 09, 2017
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the January 09, 2017 Council meeting that requests ratification of the current agreement between the City of Springfield and the Springfield Organization of Library Employees (SOLE).

Background: The new agreement includes a 2% wage increase each fiscal year from FY16 through FY18 for City Library employees. The City will need to fund \$40,062 in retroactive pay agreed upon under this new agreement, and sufficient funds exist in the current year budget to absorb the increase.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

To The City Council of the City of Springfield:
The undersigned respectfully petition your honorable body

2016 DEC -1 P 1:31
to amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.110 – Interim Regulations for Recreational Marijuana, to read as follows:

Section 4.7.110 Interim Regulations for Recreational Marijuana

4.7.111 Purpose

This section is intended to provide restrictions that will allow the City of Springfield adequate time to consider new regulations to allow facilities associated with the recreational sale of marijuana, to the extent that such facilities are allowed under state laws and regulations. Given that a law permitting the recreational use of marijuana in the Commonwealth of Massachusetts was approved by the voters on November 8, 2016, a restriction on the establishment of such facilities in the City of Springfield shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures, which are currently being developed.

4.7.112 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, sale, distribution, dispensing and/or administration of marijuana, products containing or derived from marijuana or related products be considered an accessory to any use under our existing ordinance.

4.7.113 Interim Restriction

The sale of recreational marijuana shall not be permitted in any zoning district in the City of Springfield so long as Section 4.7.110 is in effect.

4.7.114 Expiration

This Section 4.7.110 shall be effective until December 31, 2017 or until such time that superseding regulations are adopted which addresses the impacts and operations for the sale of recreational marijuana and related uses, whichever is sooner.

Mailing Address:
City of Springfield
36 Court Street
Springfield, MA 01103

Petitioner:

BY: Benjamin Anwar
Springfield Planning Board

BY: Leo A. Thomas
Springfield Planning Board

BY: Gloria DeSilipo
Springfield Planning Board

BY: Rico Daniele
Springfield Planning Board

BY: Anthony Noma
Springfield Planning Board

BY: Mark J. Long
Springfield Planning Board

BY: _____
Springfield Planning Board

BY: _____
Springfield Planning Board

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

ANALYSIS FOR A ZONE CHANGE

INTERIM REGULATIONS FOR RECREATIONAL MARIJUANA

GENERAL INFORMATION

Petitioner:	Planning Board
Request:	The proposal is to amend Article 4 of the Springfield Zoning Ordinance by adding Section 4.7.110 – Interim Regulations for Recreational Marijuana (see attached for full language).
Location:	City Wide
Parcel Size:	N/A
Purpose:	Provide the city with an opportunity to review and assess the proposed impacts of the recently voter approved sales of recreational marijuana to ensure compatibility with adjacent land uses and on the general public health, safety and welfare.
Surrounding Land Use and Zoning:	N/A
Comprehensive/ Neighborhood Plan:	N/A
Tax Status:	N/A
Planning Board Hearing:	12-21-16

SPECIAL INFORMATION

Traffic & Parking:	n/a
Physical Characteristics:	n/a
Other Notes:	n/a

ANALYSIS

As the Planning Board/City Council is aware, the citizens of the Commonwealth of Massachusetts recently voted to approve the legalization of recreational use of marijuana on November 8, 2016. As such, the City of Springfield is proposing to amend the existing Zoning Ordinance to include interim regulations to address this new use.

The intent of these regulations are to provide restrictions on this new use that will then allow the City of Springfield adequate time to consider new regulations to allow facilities associated with recreational marijuana sales, to the extent that such facilities are allowed under state laws and regulations.

Further, given that the initiative was only recently approved and the State of Massachusetts has yet to promulgate regulations for this new use, these proposed restrictions on the establishment of such facilities in the City of Springfield will provide the City with an opportunity to study the potential impacts of this use on adjacent land

uses, the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

The proposed interim regulations would restrict this use until December 31, 2017 or until such time that superseding regulations have been adopted, whichever is sooner.

It is important to note that interim regulations or “moratoriums” have been utilized a number of times in the City of Springfield over the past several years. As noted above, moratoriums allow communities the opportunity to establish regulations for uses not anticipated under the current zoning ordinance. Examples of past moratoriums in Springfield include cell towers, adult entertainment, digital billboards and most recently medical marijuana.

RECOMMENDATION

Approve.

To The City Council of the City of Springfield:
The undersigned respectfully petition your honorable body

to amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.110 – Interim Regulations for Recreational Marijuana, to read as follows:

Section 4.7.110 Interim Regulations for Recreational Marijuana

4.7.111 Purpose

This section is intended to provide restrictions that will allow the City of Springfield adequate time to consider new regulations to allow facilities associated with the recreational sale of marijuana, to the extent that such facilities are allowed under state laws and regulations. Given that a law permitting the recreational use of marijuana in the Commonwealth of Massachusetts was approved by the voters on November 8, 2016, a restriction on the establishment of such facilities in the City of Springfield shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures, which are currently being developed.

4.7.112 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, sale, distribution, dispensing and/or administration of marijuana, products containing or derived from marijuana or related products be considered an accessory to any use under our existing ordinance.

4.7.113 Interim Restriction

The sale of recreational marijuana shall not be permitted in any zoning district in the City of Springfield so long as Section 4.7.110 is in effect.

4.7.114 Expiration

This Section 4.7.110 shall be effective until December 31, 2017 or until such time that superseding regulations are adopted which addresses the impacts and operations for the sale of recreational marijuana and related uses, whichever is sooner.

Mailing Address:
City of Springfield
36 Court Street
Springfield, MA 01103

Petitioner:

BY: Benjamin A. Jr.
Springfield Planning Board

BY: Leo A. Florio
Springfield Planning Board

BY: Gloria DeSilipo
Springfield Planning Board

BY: Rico Daniele
Springfield Planning Board

BY: Anthony Nanni
Springfield Planning Board

BY: Mark J. [Signature]
Springfield Planning Board

BY: _____
Springfield Planning Board

BY: _____
Springfield Planning Board



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND SIXTEEN

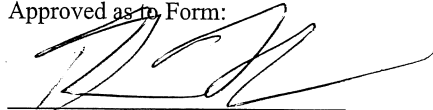
AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

Be it ordained by the City Council of the City of Springfield as follows:

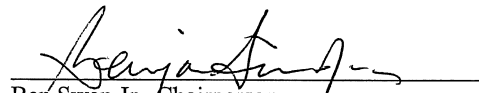
SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by amending Article 4 by adding Section 4.7.110- "Interim Regulations for Recreational Marijuana". "The entire City Building Zone Map of the City of Springfield."

Approved as to Form:


Associate City Solicitor

In accordance with Mass. Gen. Laws c. 40A, section 5, the Planning Board held a hearing on December 21, 2016, regarding the above Ordinance amendment.

1 Person(s) appeared in favor, and 0 Person(s) appeared in opposition.


Ben Swan Jr., Chairperson

301-777-1000

2016 JAN - 5 A 9:51

RECEIVED



CITY OF SPRINGFIELD

IN THE YEAR TWO THOUSAND AND SIXTEEN

AN ORDINANCE

AMENDING THE ENTIRE CITY OF THE BUILDING ZONING MAP

SECTION 1. The Zoning Ordinance of the City of Springfield, Massachusetts entitled "An Ordinance for Consolidating and Arranging, Enlarging, Modifying and Amending the Ordinances of the City Restricting Buildings, Structures, and Premises According to Their Use or Construction to Specified Parts of the City", text enacted, May 28, 2013, effective August 26, 2013, as amended, is hereby further amended by **amending Article 4 by adding Section 4.7.110- "Interim Regulations for Recreational Marijuana"**. "The entire City Building Zone Map of the City of Springfield."

**REPORT TO CITY COUNCIL
ZONE CHANGE HEARING**

PETITION: #3186
SECTION: Entire City

DATE: December 22, 2016

To the Honorable Mayor and City Council of the City of Springfield, Massachusetts, the Planning Board submits the following report on the Zone Change Petition, which was referred to the Board for its recommendation:

PETITIONER: Springfield Planning Board

ADDRESS: Entire City

CHANGE REQUESTED: Amending Article 4 by adding Section 4.7.110- "Interim Regulations for Recreational Marijuana". "The entire City Building Zone Map of the City of Springfield."

PETITIONER'S PURPOSE STATEMENT: To provide the opportunity for the City of Springfield to study the potential impacts of recreational marijuana sales on adjacent uses and on the general public health, safety and welfare and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and procedures.

DATE OF PUBLIC HEARING: December 21, 2016

DATE OF FINAL DECISION: December 21, 2016

BOARD MEMBERS PRESENT and COUNT: seven (7): Ms. Morin, Mr. Daniele, Mr. Swan, Mr. Florian, Ms. McQuade, Mr. Cignoli and Ms. Choi

FINAL MOTION: Approve

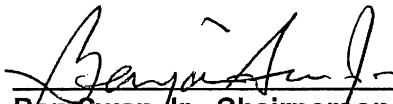
IN FAVOR: seven (7): Ms. Morin, Mr. Daniele, Mr. Swan, Mr. Florian, Ms. McQuade, Mr. Cignoli and Ms. Choi

OPPOSED: zero (0)

ABSTAINED: N/A

RECOMMENDATION: APPROVE

Respectfully submitted,


Ben Swan Jr., Chairperson

Attachment: Report of the Planning Board (3779 : City Wide - Interim Regulations for Recreational Marijuana)

PETITION: #3186
SECTION: Entire City

DATE: December 22, 2016

To amend the Springfield Zoning Ordinance by amending Article 4 by adding Section 4.7.110 – Interim Regulations for Recreational Marijuana, to read as follows:

Section 4.7.110 Interim Regulations for Recreational Marijuana

4.7.111 Purpose

This section is intended to provide restrictions that will allow the City of Springfield adequate time to consider new regulations to allow facilities associated with the recreational sale of marijuana, to the extent that such facilities are allowed under state laws and regulations. Given that a law permitting the recreational use of marijuana in the Commonwealth of Massachusetts was approved by the voters on November 8, 2016, a restriction on the establishment of such facilities in the City of Springfield shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and/or other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures, which are currently being developed.

4.7.112 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, sale, distribution, dispensing and/or administration of marijuana, products containing or derived from marijuana or related products be considered an accessory to any use under our existing ordinance.

4.7.113 Interim Restriction

The sale of recreational marijuana shall not be permitted in any zoning district in the City of Springfield so long as Section 4.7.110 is in effect.

4.7.114 Expiration

This Section 4.7.110 shall be effective until December 31, 2017 or until such time that superseding regulations are adopted which addresses the impacts and operations for the sale of recreational marijuana and related uses, whichever is sooner.



City Council
36 Court Street
Springfield, MA 01103

Meeting: 01/09/17 07:00 PM
Department: City Council
Category: Local Law
Prepared By: Tasheena Davis
Initiator: Tasheena Davis
Sponsors: Ward 2 Councilor Fenton, At-Large Councilor Williams
DOC ID: 3801

ADOPTED

ORDINANCE 2016-12

Chapter 418: Preservation of Historically Significant Buildings

AMENDING CHAPTER 418 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY AMENDING SECTION 3 AND SECTION 4 THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 3 of Chapter 418, The Preservation of Historically Significant Buildings, of the Code of the City of Springfield, is hereby amended by adding subsection E and subsection F to read as follows:

E. The Commission shall notify the City Council and the Mayor of any building listed individually on the State Register of Historic Places, any building it determines to be a contributing part of a district listed on the State Register of Historic Places, or any building it determines to be individually eligible for listing on the National Register of Historic Places.

F. No municipal department shall use general funds, grant funds, or bond funds to demolish a building without first offering, through a request for proposals, financial rehabilitation incentives equal to or greater than the estimated cost of demolition. The results of the request for proposal will be reported to the City Council in writing. If no acceptable responses to such a request for proposals are received by the City, the applicable municipal department will advise the Council that no acceptable responses were received, and request clearance to complete the demolition. At that time the Council can either approve the demolition, or order another attempt at issuing an RFP.

When the RFP is issued, such RFP will note the amount of money available for the rehabilitation, and shall further:

- a. Require proof that the respondent is financially able to complete the rehabilitation;
- b. Require a detailed plan of rehabilitation, including a firm time line; The rehabilitation of all properties governed by this section shall be completed no later than 12 months from the date of award of the project;
- c. Require that any respondent sign a reverter deed to the property, with advisement to the respondent that failure to timely complete the rehabilitation will result in the filing of the reverter

deed, extinguishing their rights to the property and returning ownership of the property to the City of Springfield;

- d. Advise all respondent's that the rehabilitation plan and all work done in accordance with such plan must comply with all applicable codes, and must be approved by the Commission for historical appropriateness;
- e. Advise respondent's that the financial incentive money will not be paid out until the project is complete, and a certificate of occupancy has been issued by the City of Springfield Building Department.
- f. Require that respondent does not have a significant history of non-compliance with code enforcement as determined by the RFP Review Committee and/or does not have any outstanding financial obligations to the City.

Section 4 of Chapter 418, The Preservation of Historically Significant Buildings, of the Code of the City of Springfield, is hereby amended by deleting subsections 4C (a), 4C (b), and 4C (c) in their entirety and inserting the following:

D. Nothing in this Chapter shall be deemed to inhibit the Law Department's ability to seek and enforce a court demolition order, provided the Law Department and/or the Office of Housing provides the Historical Commission notice upon filing a motion to demolish a building not less than sixty (60) days prior to demolition.

Approved as to form
Tasheena M. Davis
Associate City Solicitor

HISTORY:

12/19/16 City Council

FIRST STEP

RESULT:	SECOND & THIRD STEPS [12 TO 0]
MOVER:	Michael A. Fenton, Ward 2 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Edwards, Allen, Rooke, Walsh, Williams, Ashe, Twiggs, Shea, Fenton, Hurst, Williams, Ramos
ABSENT:	Adam Gomez



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 3831)

Meeting: 01/09/17 07:00 PM
Department: City Clerk
Category: General
Prepared By: Anthony I. Wilson
Initiator: Anthony I. Wilson
Sponsors: Ward 2 Councilor Michael A. Fenton
DOC ID: 3831 A

Community Preservation Committee

AMENDING CHAPTER 16 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING SECTION 20 THEREOF

ORD. NO. ____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Chapter 16, of the Revised Ordinances of the City of Springfield, 1986, as amended, is hereby further amended by adding the following new Article XX thereto:

ARTICLE XX: Community Preservation Committee

16-73 Establishment

There shall be a Community Preservation Committee in accordance with Chapter 267 of the Acts of 2000, the Community Preservation Act, which shall consist of nine members.

16-74 Membership

The Committee shall be composed of:

- one member of the Conservation Commission as designated by the Commission,
- one member of the Historical Commission as designated by the Commission,
- one member of the Housing Authority as designated by the Authority,
- one member of the Park Commission as designated by the Commission,
- one member of the Planning Board as designated the Board,
- one member of the Springfield Preservation Trust as designated by the Trust,

three Springfield residents, who do not hold elected or appointed office, as appointed by the City Council President from recommendations submitted by neighborhood councils and associations. The City Council President shall contact in writing all neighborhood councils and associations to request a recommendation from each and choose three residents from names submitted by thirty days of the written request.

16-75 Term of Office

- A. The term of office shall be for three years. No member shall serve more than two full terms. To stagger members, initially members from the Planning Board, Housing Authority, and Park Commission shall serve for one year; and members from the Conservation Commission, Historical Commission, and Springfield Preservation Trust shall serve for two years.

- B. In the event that a designee of a governmental board no longer serves on the board they represent, that position shall be vacant and filled by the appropriate body for the remainder of the term.

16-76 Authority and Responsibility

- A. The Committee shall study the needs, possibilities, and resources of the City regarding community preservation. The Committee shall consult with the Mayor, City Council, Conservation Commission, Historical Commission, Park Commission, Housing Authority, and Planning Board, may consult with other agencies.
- B. As part of its study, the Committee shall annually hold one or more information hearings on the needs, possibilities, and resources of the City regarding community preservation. Notice of such hearing(s) shall be posted publicly and published for each of two weeks preceding the hearing(s) in a newspaper of general circulation in the City. Notice of such hearing(s) shall also be sent to all neighborhood councils and associations no less than three weeks prior to the hearing(s).

16-77 Powers and Duties

- A. The Committee shall review and recommend proposals to the City Council for approval of appropriations by the City Council. Recommendations may be for:

Acquisition, creation, and preservation of open space and rehabilitation or restoration of open space acquired or created by this section;

Acquisition, creation, rehabilitation, restoration, and preservation of land for recreational use;

Acquisition, preservation, rehabilitation, and restoration of historic resources;

Acquisition, creation, preservation, and support for community housing; and rehabilitation or restoration of community housing acquired or created by this section; and

With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings or the construction of new buildings on previously developed sites.

- B. The Committee shall submit its budget to the City Council. The budget may include recommendations to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending funds for general purposes that are consistent with community preservation.

- C. For each fiscal year, at least ten percent of the estimated annual Community Preservation Fund revenues must be appropriated or reserved for initiatives in each of the categories of open space and recreational space, community housing, and historic resources.
- D. Annual appropriations for administrative and operating expenses of the Committee may not exceed five percent of the year's estimated annual Community Preservation Fund resources.
- E. The Committee shall keep a full and accurate account of all of its actions, including its recommendations and action taken by the City Council on the recommendations. The Committee shall also keep records of all appropriations or expenditures made from the Community Preservation Fund. Records shall also be kept by the Committee of any real property interests acquired, real property disposed of or real property improved by the City based upon Committee's recommendation. These records shall include the names and addresses of grantors and grantees and the nature of the consideration.

16-78 Officers and Rules & Regulations

- A. The Committee shall annually elect from its members a Chair and Vice-Chair.
- B. By a majority vote of its members, the Committee may adopt rules and regulations for its business.

RESULT: FIRST STEP

Next: 2/6/2017 7:00 PM