

MassHealth Access Program
Loan Repayment Initiative for Public Health Dentists
October 2009

Documents number CW10-JD-0012-0001

We are pleased to announce a Request for Qualification (“RFQ”) to offer a loan repayment initiative award to dentists, within five years of training, who commit to working in a facility licensed as a community health center, or a public or nonprofit dental clinic. The University of Massachusetts/Worcester campus (otherwise known as the “University of Massachusetts Medical School”, the “University” or “UMMS”) , provides administrative services on behalf of the Massachusetts Medicaid program (“MassHealth”) to further MassHealth operations, such as promoting dental services to MassHealth members and low income Massachusetts residents.

UMMS through its MassHealth Access Program (“MAP”) administers certain funding from the Massachusetts Executive Office of Health and Human Services, MassHealth Office of Acute and Ambulatory Care, to provide a loan repayment incentive to dentists to encourage them to commit to working full time or part time (at least two days per week) in a community health, public or nonprofit dental clinic. Dentists, within five years of graduating from dental school or an advanced dental education program or residency, will be awarded thirty thousand dollars (\$30,000) for full time work or twenty thousand dollars (\$20,000) for part time work, over a two year period. These funds will serve as supplemental income, in addition to the salary received at the dental clinic, to provide a means to pay off student loans.

For the past eight years, MAP has been working on a number of projects to help promote dental services to low income people in Massachusetts. . As there is a shortage of dentists working in the public sector to serve MassHealth and low income Massachusetts residents this loan repayment initiative represents an opportunity to assist new dentists, early in their careers, to serve these populations most in need.

We have funds to support in the range of 7 to 10 applicants. If you are interested in this opportunity, we encourage you to review the attached materials and file an application.

The attached materials are due by Friday, November 20, 2009. MAP will make the awards by approximately December 18, 2009

Access to RFQ and Follow-up Information

a. Electronic Distribution

This RFQ has been distributed electronically using the Commonwealth Procurement Access and Solicitation System (Comm-PASS). Comm-PASS is an electronic mechanism used for advertising and distributing the Commonwealth of Massachusetts’ procurements and related files.

Interested parties may access the Comm-PASS Vendor Information page for specific RFQ details at the address specified below and follow the directions as noted:


<http://www.comm-pass.com>
Go to Solicitations (at top left)

Browse All Open Solicitations

By Entity/Department

Go to Department of Higher Education (formerly Board of Higher Education); click checkmark

Go to University of Massachusetts Medical School; click checkmark

Find the RFQ listed; and click on the eyeglasses on the right-hand side 

All RFQ-related documents are either listed under the ***Forms & Terms*** tab or ***Specifications*** tab

b. Amendments

Interested parties are solely responsible for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFQ. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to interested parties who fail to check for amendments.

I. Project Overview and Goal

MAP is a collaboration between the MassHealth Office of Acute and Ambulatory Care and UMMS, devoted to increasing access to health care services for MassHealth members and the uninsured. The Loan Repayment Initiative for Public Health Dentists has been created to encourage dentists, within five years of graduating from dental school, to serve in dental public health settings either full time or part time.

Dental school graduates leave their training with considerable debt, are in demand in the marketplace, and have excellent earning opportunities as a new dentist. Community health centers provide services to a population who benefit greatly from the care that new graduate dentists provide. These centers offer an excellent opportunity for recent graduates to continue to grow as professionals, and to gain experience in a very rewarding environment. However, it is known that these centers do not attract the number of providers needed to serve their patients as they generally offer somewhat lower salaries due to their restrained financial resources.

Under this program, licensed dentists can receive up to \$30,000 to reimburse student loans in exchange for working full time for two years or up to \$20,000 in exchange for working part time for two years in either a Massachusetts community health center, public or nonprofit dental clinic. Part time is defined as a minimum of four half day sessions per week for two consecutive years. Full time is defined as a minimum of nine half day sessions per week for two consecutive years. A session is defined as 3.5 hours. Anything less than nine half day sessions per week is considered part time.

Awardees from past solicitations of this program are allowed to apply for an additional two years of funding. No one award recipient can receive more than four years of funding.

With this program, the Commonwealth hopes to balance the market forces by attracting and retaining talented dentists to deliver care to a population that faces barriers to access. It is hoped that not only will these dentists serve for the term of the service obligation, but because of this initiative, these individuals will have a positive professional experience and upon completion of their service, will continue to serve MassHealth members and the uninsured.

II. Qualifications of Applicant

- a. Dentist shall have a current full or limited license from the Massachusetts Board of Registration of Dentistry.
- b. Dentist may practice in general dentistry or any other specialty, for which MassHealth provides coverage.
- c. Dentist shall be a United States citizen or a permanent resident of the United States holding a green card.
- d. Dentist shall have graduated from dental school or an advanced graduate program (GPR, AEGD) within five years from the date of the application for this program.
- e. Dentist shall not have a judgment lien against his/her property for a debt to the United States government.
- f. Dentist shall not be in breach of a health professional service contract to the Federal Government, Commonwealth of Massachusetts or any other state or local government or other entity.
- g. Dentist shall not have an existing obligation to the National Health Service Corps or to any other federal, state or local government or other entity for health professional service, unless the obligation is completely satisfied prior to beginning service in this program.
- h. Dentist agrees to commence work by January 1, 2010 with a written commitment by their future employer that they have been offered a position, if not already employed.

III. Other Specifications

a. **Post graduate training**

Individuals who have completed a post graduate training program which included a placement at a community health center, e.g. Advanced Education in General Dentistry (“AEGD”), General Practice Residency (“GPR”), and who want to continue serving at the location on a part time basis are qualified for this program and are strongly encouraged to apply.

b. **Qualification of facility**

Employment under this contract must be at a facility that has been licensed as a clinic by the Massachusetts Department of Public Health and at which at least 50% of the patients served either receive MassHealth or are uninsured.

c. **Extent of Employment Commitment**

Individuals are obligated to work at least four 3.5 hour sessions at the dental practice per week for two years.

d. **Payment Arrangements and Documentation requirements**

1. An award recipient will receive payment from MAP, Office of Community Programs, UMMS.
2. At this current time, the MAP Loan Repayment for Dental Public Health Dentists will pay out the funds to an awardee quarterly over the two year employment period. Payments will be issued after the service for the quarter period in which services were performed.
3. An award recipient must agree to submit the following upon receiving an award under this program:
 - a) Documentation of the completion of services for each quarter for reimbursement against this contract. The documentation shall be a letter from the Dental Director or Executive Director at the community health center, or a public or nonprofit dental

- clinic, where the award recipient is employed, confirming employment over the duration of the time period of the bill.
- b) An annual report to the Office of Community Programs describing the experience at the health center. The Office of Community Programs will supply a few questions to be addressed in the report.
 - c) Notice to the UMMS Office of Community Programs if unable to complete the employment required by this Contract and provide thirty (30) days written notice prior to terminating employment at the health center/clinic. If the award recipient terminates employment prior to finishing the required employment, UMMS will only pay the award recipient for the actual work completed.

IV. RFQ Submission Requirements

a. Program Requirements

Applicants must provide a written response to the following questions. It is required that the applicant re-writes each question and provides a response.

1. Please submit information about the employment opportunity you have at a licensed community health center, public or nonprofit dental clinic in which you propose to fulfill the service obligation of this program.
 - i. the name and address of the health center or public health clinic;
 - ii. the name of the dental director; and
 - iii. a letter from the health center/clinic that:
 1. certifies that you have such a position contingent upon receipt of this award; and
 2. that articulates you and the health center/clinic understand the two year service obligation of this program.
2. Please indicate the dental school and graduate dental program, if applicable, from which you graduated and the year of graduation.
3. Please submit a transcript or other proof of graduation.
4. Please describe any post graduate dental training in which you have participated.
5. If you are a dentist licensed to practice in the Commonwealth of Massachusetts, please submit a (wallet size) copy of your license. If you are still in dental school, please state when you will be taking your dental board exams and when you expect to receive your license. (You must be ready to commence work by no later than January 1, 2010)
6. Please show proof of citizenship (copy of birth certificate, passport, or other citizenship paper). If you are an immigrant, please provide a copy of your green card.
7. Please state whether you are a general dentist or a specialist. If a specialist, please note the specialty, indicate the place where you did your specialty training and the year you completed the training.
8. Please describe the types of patients you expect to treat or the type of services you expect to provide, i.e. children, adults, specific specialty care, etc.
9. Please indicate if you are able to practice dentistry in a language other than English. If so, what language?
10. What is the total value of your academic indebtedness? Please complete the Debt History chart (Attachment II) to address these questions. **In instances where there is debt shared with another individual, please include only that portion which is yours.**
11. Please briefly describe your dental employment history, including where you have practiced dental public health, including but not limited to internships, residencies, fellowships and any experience

in community health centers or other public settings by completing the Employment History chart (Attachment III).

12. Part time applicants, please include information as to how you will use the remainder of the work week if you work part time at a community health center or clinic.
 - a. Will you hold another position? Yes or no.
 - b. If yes, will you work in private practice?
 - i. If yes, please provide the name of the employer.
 - ii. If no, please explain.

13. Please include two letters of reference. At least one reference must evaluate your clinical skills.

b. Administrative Requirements

Applicant must follow the instructions below:

1. The submission may be no greater than 5 pages in length. It must be typewritten in font size no smaller than 12 and standard margins are required.
2. The questions must be typed and then the responses given.
3. A cover sheet must be completed. See Attachment I.
4. Applicants must submit **five copies** of the response by November 20, 2009 at 2:00 p.m.EDST. E-mail and fax responses are not accepted. Responses can be hand delivered or sent by express mail (UPS, FEDEX or other carrier) as long as they are received by November 20, 2009 at 2:00 p.m. Directions for hand delivery can be found in Attachment IV. Regular mail is not recommended as it takes longer than anticipated and applications are often late and therefore not accepted.
5. Responses are due by **Friday, November 20, 2009** and must be submitted to:
University of Massachusetts Medical School
Purchasing Department
REQ # CW10-JD-0012-0001
Shrewsbury, MA 01545
Jeff DiCiaccio
Director of Purchasing

V. Criteria for Application Review

The following criteria will be used in the evaluation of the responses:

1. Applicants must meet the qualifications above and meet all the submission requirements.
2. Preference will be given to those who can meet bilingual needs of the employer.
3. Preference will be given to applicants with any dental public health experience.
4. Those receiving awards will be geographically dispersed across the state or in areas of greatest need as determined by MassHealth.
5. UMMS reserves the right to request additional information from applicants or award recipients to certify any information provided to UMMS pursuant to this RFQ.

VI. Questions about this RFQ

Applicants are invited to submit questions regarding the content of this RFQ in writing by **Friday, November 6, 2009 at 5:00 P.M. EDST**, to:

Jeff DiCiaccio
Director of Purchasing
University of Massachusetts Medical School
Purchasing Department
333 South Street,
RFQ number CW10-JD-0012-0001
Shrewsbury, MA 01545

Inquiries may be made by email to jeff.diciaccio@umassmed.edu; or by fax to (508) 856-7880 (telephone (508) 856-5301).

Questions specific to Comm-PASS functionality should be made to the Comm-PASS Help Desk at: (888) 627-8283.

VII. Expected Award Date

Applicants may expect to be notified about this program by approximately December 19, 2009.
Please do not call or email for information about the award. You will be contacted.

**Attachment I
MASSHEALTH ACCESS PROGRAM
LOAN REPAYMENT INITIATIVE FOR PUBLIC HEALTH DENTISTS
APPLICATION COVER SHEET**

RFQ # _____

NAME _____

Preferred MAILING ADDRESS _____

HOME PHONE _____ CELL PHONE, IF APPLICABLE _____

EMAIL ADDRESS _____

APPLYING FOR: PART TIME _____ FULL TIME _____

Have you applied before? Yes ___ No ___

Have you received an award from us before? Yes ___ No ___

Work phone (Indicate if this number is at the community health center or public entity or other location)

Name and Address of Community Health Center or Public Clinic where Applicant plans to fulfill service obligation of this contract:

Name and phone number of dental director at community health center or public clinic where Applicant plans to fulfill service obligation of this contract:

PART TIME APPLICANTS: Name and address of place Applicant plans to work during the hours not working at the community health center or public clinic.

I am submitting this application for the Loan Repayment Initiative for Public Health for Dentists and I certify under the **pains** and **penalties** of **perjury** that this application has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature

Date

**Attachment II: MassHealth Access Program
Loan Repayment Initiative for Public Health Dentists
Debt History Chart**

Please complete the following table. In instances where there is debt shared with another individual, please include only that portion which is yours. Be sure to total the indebtedness.

Type of Loan	Amount of Loan as of October 1, 2009	Lending Institution	Date on which loan must be paid in full
TOTAL			

Type of loan: student loan, car loan, mortgage, home equity and other loans.

Total: Please total up the columns # 3, 5, and 6

**Attachment III: MassHealth Access Program
Loan Repayment Initiative for Public Health Dentists
Employment History Chart**

For each position in dentistry include the following information. Please indicate whether employment was an intern, residency or fellowship.

Date of Employment	Name and Address of Employer	Position (e.g. intern, associate)	Indicate Full time (FT) or Part time (PT)	Brief description of position	Name and Phone number of Supervising Dentist

ATTACHMENT IV

**University of Massachusetts Medical School
Directions to Purchasing Department
South Street Campus
333 South Street
Shrewsbury, MA 01545**

From Route 495

North or South take exit 23B from Rte 495 to Rte 9 West (towards Auburn and Worcester). Continue west approximately 6 miles. Take a left at the traffic light directly in front of Ragsdale Superstore onto South St. As you head up the hill you will see a University of Massachusetts sign on your left, take a left here and follow the access road to Chestnut St stop sign. Take a right at the stop sign, South Street Campus is located on the left hand side of the road.

From Route 290 or 190

From Rte 190, take Rte 290 East. Stay on Rte 290 to the Rte 140 South exit. At the end of the ramp, take a right, follow this to downtown Shrewsbury. You will come to a set of lights, go straight through the lights, travel approximately 1 mile, take a right at the Rte 9 East sign. At the set of lights take a right onto South St. Heading up the hill you will see a University of Massachusetts sign on your left, take a left here and follow the access road to the Chestnut St stop sign. Take a right at the stop sign, South Street Campus is located on the left hand side of the road.

From Mass Pike-Boston Area

Take Mass Pike West to Rte 495 North exit 11A to Rte 9 West towards Auburn and Worcester. Continue west approximately 6 miles. Take a left at the traffic light directly in front of Ragsdale Superstore onto South St. As you head up the hill you will see a University of Massachusetts sign on your left, take a left here and follow the access road to Chestnut St stop sign. Take a right at the stop sign, South Street Campus is located on the left hand side of the road.

From Mass Pike Sturbridge-Springfield area

Take the Mass Pike East to exit 10 in Auburn. Take Rte 290 East to the Rte 140 exit towards Shrewsbury. At the end of the ramp, take a right, follow this to downtown Shrewsbury. You will come to a set of lights, go straight through the lights, travel approximately 1 mile, take a right at the Rte 9 East sign. At the set of lights take a right onto South St. Heading up the hill you will see a University of Massachusetts sign on your left, take a left here and follow the access road to the Chestnut St stop sign. Take a right at the stop sign, South Street Campus is located on the left hand side of the road

South Street Campus to Boston, Logan Airport

Take a left out of the west parking lot. Go straight to end of the road until you reach Rte 9. Take a right onto Rte 9, heading East. Go approximately 6 miles and take 495 South. Once on 495 South, take the next exit which is the Mass Pike. Go East on Mass Pike towards Boston. Once in Boston follow the airport signs.

Attachment V Example contract

Below is a copy of the University's standard Contract for Services long form that will be included in any Contract resulting from this Request for Qualifications. This document should only be used as reference, and **should not** be signed or returned to the University with the Applicant's Qualification.

UNIVERSITY OF MASSACHUSETTS CONTRACT FOR SERVICES

(P.O. No.) _____
(Bid No.) _____

This agreement is made, entered into, and effective on _____ (contract start date) by and between the University of Massachusetts, Worcester Campus, (hereinafter called "**University**"), an agency of the Commonwealth of Massachusetts and

(Contractor's legal name and address)

(hereinafter called the "Contractor" and collectively the "Parties").

This agreement (the "Contract") is comprised of the following document, listed in the order of precedence: (1) this **Contract for Services Terms and Conditions**; (2) any **Contract Amendments**, as identified in Section 2, below; and (3) any attached **Scope of Services** as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions, and any agreed upon changes thereto included in any Contract Amendments, shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. **Scope of Services:** The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g., "Attachment A, Scope of Services, consisting of 'n' pages,"). Only the Scope of Services specifically referenced in this Contract shall apply.

2. **Contract Amendments:** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

All amendments hereto must be specifically labeled (e.g. "Attachment B, Amendment No. 1, consisting of 'n' pages").

3. **Dates of Performance:** From: _____ To: _____

4. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

(Name and Title)

5. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$_____ per _____ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other _____ (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

____All travel and meals are part of this contract. No reimbursement will be made.

____ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

____ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ _____.

OTHER Expenses shall be limited to: _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

- E. The total of all payments made against this contract shall not exceed \$ _____.
- F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch. 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
6. **Certification:** Contractor certifies under the pains and penalties of perjury that pursuant to Mass.Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass.Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Independent Contractor Status:** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
8. **Contractor's Qualifications and Performance:** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
9. **Termination:**
- A. **Termination Without Cause:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **Termination for Cause:** If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. To the extent Contractor has executed a Data Management Agreement in addition to this Contract and fails to fulfill his/her obligations under the Data Management Agreement, the University may terminate this Contract by giving written notice to the Contractor at least three (3) *calendar* days written notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.
10. **Obligations in Event of Termination:**
- A. Upon termination or expiration of this Contract, all finished or unfinished documents, data, studies, and reports prepared by Contractor pursuant to this Contract, shall become the property of the University. To the extent the Contractor has executed a Data Management Agreement in addition to this Contract, Contractor shall, at the University's direction and within the time frames specified by the University, either return or destroy all Contract Data, (as defined in the Data Management Agreement) and shall not retain any copies of such Contract Data in any form. The obligations set forth in the Data Management Agreement shall survive the termination or expiration of this Contract and shall continue until such time as the Contract Data is returned to the University or destroyed.

- B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.
11. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
 12. **Political Activity Prohibited:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 13. **Title, Ownership:** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. Notwithstanding, all medical records relating to services rendered pursuant to this Contract belong to and are retained by the Contractor; and shall be made accessible to the University upon reasonable request and to the extent permitted by law. All parties agree to maintain the confidentiality of all such records in accordance with the law. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
 14. **Confidentiality/Privacy/Security:** Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Contract, the Contractor may acquire or have access to "personal information" (as defined in Mass.Gen.Laws ch.93H), or "protected health information" (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, 45 CFR Parts 160 and 164), or "personal data" and become a "holder" of such personal data (as defined in Mass.Gen.Law. ch.66A). Such "personal information," "protected health information," and "personal data" shall be deemed to be "Personal Information." Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. Contractor shall also comply with all measures outlined in the Data Management Agreement to the extent it is an attachment to this Contract. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.
 15. **Assignment and Delegation:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
 16. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations
 17. **Severability:** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
 18. **Choice of Law:** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of

the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

19. **Forum Selection:** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the University or the Commonwealth arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
20. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this 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 nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
21. **Malpractice Insurance:** A Contractor providing medical or allied health services under this Contract shall keep in full force and effect during all periods in which services are provided pursuant to this Contract, Professional Liability Insurance coverage with coverage limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate. If coverage is a claims-made basis, the Contractor shall maintain at least three years of reporting endorsement following the expiration of the term of the Contract.

Contractor shall provide University with a certificate or other verification of coverage within ten (10) days of the execution of this Contract. Contractor shall provide University with thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage during the term of this Contract. Contractor's failure to provide or continue in full force and effect the insurance that this section requires shall be a material breach of this Contract and may, at the discretion of the University, result in termination.

22. **Indemnification of University:** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.
23. **Risk of Loss:** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
24. **Tax Exempt Status:** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
25. **Waivers:** All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
26. **Amendments:** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.
27. **Entire Agreement:** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

28. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (Name, postal address, phone, email address). The individuals named below shall also be the primary contact persons for any inquiries concerning this Contract:

To the University: _____

To University Privacy Officer: Office of Compliance and Review, 333 South Street, Shrewsbury, MA 01545
(Pursuant to Section 14) Telephone: 508-856-6547; Email: Compliance@umassmed.edu

To the Contractor: _____

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
Worcester (Campus)

CONTRACTOR:

Sig: _____
(Signature of individual exercising Budgetary Control)

Sig: _____

Name: _____
Title: _____

Name: _____
Title: _____

Sig: _____
(Signature of individual with contract authority under \$25,000)

Name: Joyce A. Murphy
Title: Vice Chancellor & COO, Commonwealth Medicine

Sig: _____
(Signature of individual with contract authority over \$25,000)

Name: Thomas D. Manning
Title: Deputy Chancellor, Commonwealth Medicine

Sig: _____
(Signature of individual with contract authority over \$1,000,000
And/or for contracts with an initial term of three years or more)

Name: Michael F. Collins, MD
Title: Senior Vice President for Health Sciences and Chancellor UMMS

Speed Type **Account** **Fund**

Department ID **Program** **Project/Grant**