

October 2006

Dear Potential Applicant,

We are pleased to announce the call for proposals for the expansion of dental services to serve MassHealth and low income persons in areas of Massachusetts that are currently underserved. From a program funded by the Office of Acute and Ambulatory Care, Executive Office of Health and Human Services, we are again providing one-year grants to entities within two categories of focus. Please note that we have been providing grant dollars for over six years and the areas of focus do change from year to year. This year, the areas include:

- (1) New dental programs added to existing health centers or expansion of dental services to satellite facilities of health centers that currently have dental programs.
- (2) Expansion of dental services within existing dental service programs, such as addition of new operatories within an existing program.

Grants will be awarded in both categories. The distribution of funding will weigh more heavily to the addition of new programs and satellites, but will also depend upon the number of applications received in each category and the quality of these applications. The grants are to support community health centers, community based organizations, and public entities which have the ability to establish or expand dental services to MassHealth members and other low income populations.

The attached Request for Proposals is due by December 18, 2006. Notification of awards will be made by January 26, 2007.

We look forward to receiving responses from a number of communities and organizations.

Sincerely,

Ellen Sachs Leicher
Program Manager
978-371-8816
eslassoc61@aol.com

MASSHEALTH ACCESS PROGRAM
DENTAL INFRASTRUCTURE BUILDING
REQUEST FOR PROPOSALS

October 2006

Project Overview and Goals:

The Office of Acute and Ambulatory Care, Executive Office of Health and Human Services of the Commonwealth of Massachusetts has been actively working on reforming the MassHealth Dental Program to make dental services more available to MassHealth members. As part of this reform effort, the Office of Acute and Ambulatory Care has allocated funds for communities to develop dental services for MassHealth members in geographic areas where historically dental services have been less available than in other locations. The funding is offered to community based organizations, community health centers, and other non-profit or public organizations that have the ability to establish or expand dental treatment services to those covered by MassHealth or to those who are low-income and uninsured. Funds may be used to renovate and equip dental facilities, recruit dentists, hygienists and administrative staff, and pay start-up costs. The 2006-2007 round of funding is focused on two areas:

1. New dental programs added to existing health centers or expansion of dental services to satellite facilities of health centers that currently have dental programs.
2. Expansion of dental services within existing dental service programs, such as addition of new operatories within an existing program

The MassHealth Access Program (MAP), a collaboration of the Office of Ambulatory and Acute Care and the University of Massachusetts Medical School, is responsible for administering this program and making awards in 2007. Non-profit or public organizations are invited to respond if they have the commitment and community resources to implement a community project beginning in 2007. MAP will award available funds from among those who meet **all** of the following:

- 1- Can develop a program that has a defined range of services based on community needs, accepts MassHealth members and promotes oral health. The program must also have a focus on both preventive and restorative oral health services
- 2- Have identified dentist(s) and hygienist(s) to staff the service or have letters of commitment from local dentists or a dental school that they will assist in recruitment efforts. Dentists, hygienists and dental assistants may participate with the program either on an employment, contract or volunteer basis.

- 3- Can develop a proposal that has the support and input of the local health care organizations, advocates and dental providers. Dental expertise should be available to the project team.
- 4- Includes a plan for sustained service provision beyond the terms of this initiative, based on knowledge of reimbursement sources, grant support and other revenue sources, such as matching funds.
- 5- Has a lead non-profit organization that has the infrastructure and experience in grant management, in particular, fiscal and administrative oversight.
- 6- Has a track record of successful completion of other similar type projects.
- 7- Is willing to evaluate the impact of the funded program by providing data and information about the program starting with its inception and throughout the term of the grant.

Monitoring Requirements

All awardees will sign a standard contract with the University of Massachusetts Medical School and be obligated to perform in accordance with the contract. (A sample contract can be found attached to the end of the request for proposals, Attachment 6. **This is a sample, not to be completed as part of the application process**) In addition, awardees will be required to submit quarterly progress reports and hold periodic site visits with MAP project manager(s) in accordance with the attached project monitoring description (Attachment 4). An important component of the progress of the sites will be their ability to financially meet their projections. The awardees will be required to submit financial reports.

In addition, MAP will provide technical assistance to ensure the success of the projects in such areas as delivery system design (e.g. staffing models) and community outreach. Projects will be expected to work with MAP technical assistance advisors in these areas, where needed.

Technical Assistance with Proposals:

MAP can provide some technical assistance to bidders who may require help in such areas as getting dental professional expertise or in acquiring Massachusetts oral health data. Interested organizations may contact MAP's dental consultant, Dr. Michael Monopoli, D.M.D., M.P.H., M.S. at 617-886-1372 to request such technical assistance.

Assistance with Purchasing Equipment:

UMass has a purchasing arrangement with two dental medical suppliers who are available to assist bidders with pricing for dental equipment and supplies and planning advice for proposed projects. Bidders can contact the vendor directly. (Please note

below, UMass will maintain ownership of the equipment but bidders should include all pricing in their proposals.)

Patterson Dental Supply
Contact Person: John R. Gannon or Dave Campbell
978-658-1942 or 800-504-7020

Sullivan Schein
Contact Person: Phil Riley
781-453-1194 x321

Fiscal Specifications:

MAP is administered by the University of Massachusetts Medical School, Office of Community Programs, Commonwealth Medicine. MAP awards grants to non-profit or public organizations. In order for UMass to utilize state funds for the purchase of equipment, UMass will directly purchase the equipment from one of the state dental suppliers and maintain ownership of the equipment even though it will be housed at the awardees' sites. It is anticipated that awards will be in the range of \$50,000 to \$200,000. Proposals will be reviewed, scored and rank ordered based on available funds. A detailed budget is required as part of the proposal submission and is explained below in more detail.

Requirements for Proposal Submissions:

Proposals are due on December 18, 2006 by 2:00 p.m. and respondents will be notified by no later than January 26, 2007. Project grantees will be expected to begin their projects by no later than April 1, 2007.

Proposals should come from organizations who will take the lead in program design and implementation and who will be responsible for the fiscal oversight of the project. All other participating organizations or individuals should be included by reference.

Proposals must:

- a. Be no longer than ten pages (excluding the cover page), exclusive of required attachments, but no longer than twenty pages in total
- b. Use a font size of 12
- c. Use standard margins
- d. Contain a completed cover page. (See Attachment 1 for cover page.)

Proposals must be organized in the order of the questions presented below. Responses must restate each question (these are bolded) and answer **each** question or request for information.

1 – Needs assessment Findings

- **Describe access and barriers to oral health care for MassHealth members and other users in the geographic area proposed to be served. This**

description can be based on survey data, physician data or information, patient waiting list information or formal needs assessments. If available, include any recent local direct assessments of oral health status. The review team will have access to Medicaid claims data to supplement their understanding of the areas in need.

- **Describe the number of existing dental practices, clinics and school based programs and the availability of these services to MassHealth recipients and low income individuals in the geographic area proposed to be served.** If there are no services in the proposed geographic area, please identify the location and distance of the closest service.

2 – Description of Lead Organization and Participating Parties

- **Provide background information on participants in the planning process and their future commitment/role in the project.**
- **Describe the expertise/experience of lead organization.** Provide information on other grants/projects managed by the lead organization.
- **Describe the role of local dental community and other health care organizations in project development, proposal submission and future activities.**
- **Describe how the various participants will communicate and make decisions in the planning and implementation of the project.**
- **Provide letters of commitment from all participating parties noted above in an appendix.**

3 – Description of Proposed Project

- **Proposal – Describe in detail the dental program that will be established.** Explain how the proposed program will meet the access needs described in section one above. State explicit goals and expected outcomes for the program to be accomplished by the grant.
- **Provide a detailed timeline of program development and implementation.** The timeline should include the activities to be undertaken, who is responsible for the activity and the target date. (See Attachment 2 for a timeline chart)
- **If the program requires shared resources, name the participating organizations that will be sharing resources.** Describe a structure for operation and accountability.
- **If a new dental service provide a basic architectural plan and an architect's cost estimate or contractor's bid to substantiate the cost of the construction.**
- **Provide estimates of patients to be served, including the expected percentage of MassHealth members**
- **Describe other resources that will be sought or that are already available, including but not limited to grants, in-kind services, etc.**

4 – Budget and Staffing

- **Staffing**
 - **Describe the program staffing and the experience/expertise of the staff to carry out the project.**

- **Include an organizational structure chart that includes the reporting relationship of the dental providers to the proposing organization in an appendix.**
- **Identify a project manager and the experience of such individual.**
- **Identify any and all dentists, hygienists and assistants who will be providers of dental services under this program. If none have been identified, describe how these positions will be filled in time for the operational start date. A solid recruitment plan is key for grant funding.**

- **Budget – THIS IS A ONE YEAR GRANT AWARD.**
 - Provide a budget for the grant request. (See Attachment 3 for budget worksheet example.)
 - At a minimum the budget should specify staffing costs, outside services (e.g. consultants, architects, etc), equipment costs, construction costs, marketing/outreach costs, administration costs (capped at 10%) and other (please specify) as applicable.
 - The budget should include all assumptions for each budget line item.
 - The budget should specify other funding sources, third party payments, grants and in kind services that will be contributing to the project.
 - The budget should not be reflected as a revenue and expense statement requesting that we fund the difference.
 - **Provide a 3 year Business Plan that includes anticipated revenues and expenses.** A three year plan is required so that we may ascertain sustainability beyond the one year grant. The business plan should contain financial projections and an explanation of how the project will be sustained beyond the grant funding. If other grant funds are being sought, it should be specified in the business plan.

5 – Evaluation

- **List at least three benchmarks that will be evaluated for performance in year one, such as the number and type (in terms of age, geographic location and insurance coverage) of patients served and the services provided (e.g. preventive v. restorative).** Describe a plan to collect data on prior dental utilization and future dental outcomes once the project is implemented. Evaluation should appear in the timeline.

Seven (7) copies of the Proposal should be submitted to:

Purchasing Department
 UMass Medical School
 55 Lake Avenue North
 Shaw Building
 Worcester, MA 01655
 508-856-6736
 Attention: Sue Christedes

Proposals are due by: December 18, 2006 by 2 p.m. No proposals can be accepted after this time or can proposals be accepted via email. Proposals can be sent via UPS, FEDEX or other carrier service or hand delivered as long as they reach the offices by no later than 2:00 on December 18, 2006. (Please note that regular mail is not always delivered in a timely manner to this office). If you are hand delivering your proposal, see Attachment 5 for directions.

Any questions about this RFP should be addressed to Ellen Sachs Leicher at 978-371-8816 or by e-mail to ESLAssoc61@aol.com.

DEFINITIONS

1. Applicant: An agency/organization responding to this request for proposals.
2. Service Population: The number of unduplicated individuals served in a specified time period.
3. CDA – Certified Dental Assistant
4. Dental Service Unit: A 30 minute unit of time in which an individual encounters a dentist or dental hygienist for receipt of dental care.
5. DHCFP: Division of Health Care Finance and Policy, Commonwealth of Massachusetts.
6. DPH: Department of Public Health, Commonwealth of Massachusetts
7. Endodontics: Treatment of the diseases of the dental pulp (nerves and blood vessels of the tooth).
8. EOHHS: Executive Office of Health and Human Services, Commonwealth of Massachusetts.
9. FTE: (Full time equivalency): A decimal indicating the percentage of time an employee works on an annual basis. A full time employee is a 1.0 FTE; a person who works 10 hours in a 40 hour work week (10/40) is a 0.25 FTE.
10. MDPH: Massachusetts Department of Public Health, Commonwealth of Massachusetts.
11. MAP: MassHealth Access Program. A partnership between the University of Massachusetts Medical Center and the Center for Acute and Ambulatory Care, Department of Public Health, Commonwealth of Massachusetts for the purposes of improving access to care for MassHealth and uninsured populations in Massachusetts.
12. Oral Surgery: Surgical treatment of diseases, injuries, and defects of the jaws and related structures.
13. Orthodontics: Treatment of malocclusion of teeth and associated dentofacial disharmonies.
14. Pedodontics: Diagnosis, treatment, and prevention of oral diseases of children.
15. Periodontics: Prevention, diagnosis and treatment of diseases affecting the surrounding structures of the teeth.
16. Productivity: Measure of clinic efficiency that includes, for example, the number of encounters per provider during a 12-month period.
17. Prosthodontics: Restoration and maintenance of oral function by the replacement of missing teeth and adjacent structures by artificial devices.
18. RDH: Registered Dental Hygienist
19. RFP: Request for Proposals.
20. Service Area: The geographic area from which an agency draws most of the individuals whom it serves.

21. Site(s): The location(s) where services are provided to participants or clients.

22. State: The Commonwealth of Massachusetts.

ATTACHMENT 1

Dental Infrastructure Proposal Cover Sheet

Applicant Organization: _____

Category for which you are Requesting Funds:

New dental service or satellite: _____

Expansion of Existing Dental Service: _____

Address: _____

Name of Contact Person: _____

Title: _____

Telephone: _____

Fax : _____

E-Mail: _____

Amount Requested: _____

ATTACHMENT 2

SAMPLE TIME LINE

Starting Date	Activity/Action Item	Person Responsible	Outcomes Expected	Expected Completion Date

ATTACHMENT 3

BUDGET WORKSHEETS

This is an example budget sheet. NOTE: This is a one year grant award. Please feel free to add and delete project items as appropriate. (Please note: the grant will not pay for dental and office supplies.) Specify costs that will be paid for by this grant v. costs that will be covered from other sources. Please note who the other sources of funding are.

PROJECT ITEM	Grant Budget	
	Grant Request	Other Sources of Funding
Staffing		
Fringe Costs		
Consultants (i.e. architects, business)		
Rental Costs		
Utility Costs		
Telephone Costs		
Housecleaning Costs		
Hazardous Waste Removal		
General and Administrative (billing costs, insurance)		
Marketing/Outreach Services		
Capital Costs		
Equipment Costs		
Other Costs (specify)		
TOTAL		

A DETAILED BUSINESS PLAN SHOULD BE ATTACHED THAT NOTES REVENUE AND EXPENSES OVER A THREE YEAR PERIOD. REVIEWERS REQUEST A THREE YEAR PLAN TO ACCESS SUSTAINABILITY OF THE PROGRAM BEYOND THE INITIAL ONE YEAR FUNDING.

ATTACHMENT 4

MAP – DENTAL GRANTS

PROJECT MONITORING

In order to ensure that grants funds are used to accomplish the goals for which the grants were awarded, grantees will be responsible to MAP to do the following:

1. All grantees will create a detailed workplan for the grant project. The workplan will contain a list of all action items, the person responsible and the due date. This workplan will be used as foundation for quarterly progress reports.
2. All grantees will organize a project team to review and communicate the status of the project, at a minimum on a monthly basis. The project team will be informed of all problems and recommended solutions, all changes in workplan tasks and dates and resource needs. A MAP representative may participate in some project team meetings.
3. The grantee will create a quarterly project status report which will be a written record of the status of the project for MAP and the Office of Acute and Ambulatory Care. The project status report will be in the format of the attached document. The project status report will be forwarded to MAP on a quarterly basis, the dates being established as part of the contract between the organization and UMass Medical School.

Any projects that do not meet these reporting goals or who are not capable of implementing their projects as proposed, may have their grant funds temporarily frozen or permanently withheld, depending upon the circumstances. It is solely up to MAP to make this determination.

PROJECT NAME:

STATUS REPORT

(DATE)

Project Manager:
MAP Project Liaison:

Project Status: On Plan
 Planned completion date(s) have slipped/changed

Detailed Project Status (based on RFP submission):

Activity/Action Item	Outcomes Expected	Proposed Due Date	Status (Note if completed. Explain any delays)

Key Accomplishments/Highlights:

List major milestones achieved and other accomplishments in the month.

Problems & Action Required:

List of current problems and recommendations on how they should be resolved or what action was taken already to resolve them.

Data on Program Implementation:

Baseline data is to be provided at the time of the signing of the contract. Reports are due quarterly. An excel spreadsheet will be emailed to the awardee for electronic submission.

Grant Budget Status:

Grant Budget expenditures – actual against budget – during the prior quarter and contract year to date.

Proposal Budget Item	Proposal Amount	Quarter Expenditures	Expenditures Contract Period to Date	Variance of Contract Period to Date and Proposal Amount

ATTACHMENT 5

University of Massachusetts Medical School Shaw Building, 419 Belmont Street, Worcester, MA 01604

The UMass Medical School Campus is located in Worcester Massachusetts just north of Route 9, the West Side of Lake Quinsigamond, between Plantation Street and Lake Avenue North. The campus is easily accessible from many major highways.

From the Mass Pike:

Eastbound - At exit 10, take I-290 east to exit 21, turn right at end of ramp. Follow through the first set of lights. There is an Armory on the left. Take the left after the Armory at that set of lights onto Plantation street and follow Plantation Street south to Route 9. Take a left onto Route 9 and proceed to the first traffic light. Take a left onto Lake Ave, then another left into the Shaw Building parking lot.

Westbound - At exit 11, turn left onto Route 122 north for one mile, turn right at third light onto Sunderland road, left at first light onto Lake Avenue for 2.5 miles and cross Route 9. The Shaw Building entrance is on the left, immediately after the Route 9 traffic light.

From I-495:

At exit 23, take Route 9 west. After crossing the Lake Quinsigamond Bridge, take first right onto Lake Avenue. Take the first left into the Shaw Building Parking log.

Or

At exit 25, take I-290 west to exit 22, turn right at end of ramp, at second traffic light turn left at onto Plantation Street and proceed south to Route 9. Take a left onto Route 9 and proceed to the first traffic light . Take a left onto Lake Ave, then another left into the Shaw Building parking lot.

From I-190:

At the merge with I-290 Shrewsbury exit (watch for exit ramp on left), take I-290 east to exit 21, turn right at end of ramp and follow Plantation Street south to Route 9. Take a left onto Route 9 and proceed to the first traffic light. Take a left onto Lake Ave, then another left into the Shaw Building parking lot.

From I-290:

Eastbound - At exit 21, turn right at end of ramp and follow Plantation Street south to Route 9. Take a left onto Route 9 and proceed to the first traffic light. Take a left onto Lake Ave, then another left into the Shaw Building parking lot.

Westbound - At exit 22, turn right at end of ramp, at second traffic light turn left onto Plantation Street and proceed south to Route 9. Take a left onto Route 9 and proceed to the first traffic light. Take a left onto Lake Ave, then another left into the Shaw Building parking lot.

ATTACHMENT 6

Commonwealth Medicine

Doc#
Acct#

**University of Massachusetts
Worcester, Massachusetts 01655**

**CONTRACT FOR SERVICES - LONG FORM
(for Professional Services over \$1,999.99)**

This form must be used for professional services that will exceed \$1,999.99. All contracts that exceed \$25,000 require additional authorization from the Office of the General Counsel in Boston.

This agreement made and entered into by and between the University of Massachusetts/Worcester and:
(Contractor's legal name and address, who agrees to render the service(s) as described below.)

(Payments shall be made payable to this entity only)

(hereinafter called "**Contractor**"), and the University of Massachusetts through its Medical School, Worcester, MA (hereinafter called the "**University**"), an agency of the Commonwealth of Massachusetts. Whereas the University desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the University, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described in the enclosed attachments. **(Attachments must be signed by authorized representatives of both parties.)** Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto. **The following attachments setting forth scope of work and such other terms and conditions as might apply are incorporated by reference into this contract: See Attachment A, Scope of Work, consisting of ____ pages, and Attachment B, Budget, consisting of _____ page.**
2. **Term of the Contract: From:** _____ **To:** _____
(Start Date) (Completion Date)

***** Contract should be executed before services are rendered *****

3. **Responsible University Official:** _____
Name of Individual Exercising Budgetary Control

4. **Payment:**
 - A. The University shall compensate the Contractor for the services at the rate of: \$ _____ (e.g., hour, week, semester, project, etc.).
 - B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).
 - C. Payment will be made upon submittal and approval of the Commonwealth's Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received Monthly, Quarterly other _____ (specify). The University agrees to make all reasonable efforts to process payments within thirty (30) days, in arrears, in accordance with the procedures and regulations of the Office of the State Comptroller. **(Note: Weekly payments to individuals constitute employee status and will only be processed through the payroll system.)**
 - D. Reimbursement for Travel:
 - 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.

E. The total of all payments made against this contract shall not exceed: \$_____

5. **Contractor's Certification:** Contractor certifies that this Contract is in full compliance with all applicable regulations and requirements of law, as set forth herein. Contractor further certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C, s. 49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to M.G.L. c.151A, s.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 with all laws of the Commonwealth relating to Worker's Compensation, c. 152. The Contractor also represents that (s)he/it is qualified to perform the described service(s) and has obtained all requisite licenses and permits, as may be required, to perform those services.

6. **Funding and Fiscal Year Appropriations:** Appropriations for expenditures by agencies of the Commonwealth and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve (12) month period ending June 30 of each year. The obligations of the University under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation to the University of funds sufficient to discharge the University's obligation which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

7. **Termination:** 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. If Contractor fails to fulfill his/her obligations, 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. The notice 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.

8. **Obligations in Event of Termination:**

- A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. The University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Clause 18 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the University.

9. **Conflict of Interest:** No officer or employee of the Commonwealth shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in M.G.L. c.268A. No officer or employee of the Commonwealth shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

10. **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 Federal grantor agency, 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. Contractors providing services over \$10,000.00 within a twelve (12) month period to the **UNIVERSITY OF MASSACHUSETTS** hereby consent to grant

the Federal Controller General or HHS or their agents access to the contractor's books, documents or records as per the Omnibus Reconciliation Act of 1980.

11. **Political Activity Prohibited, Anti-Boycott Warranty:** 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. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151E s.2.
12. **Publicity, Publication, Reproduction and Use of Contract Products or Materials:** 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. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. 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. The Contractor shall use reasonable means to inform the public that the University provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the Commonwealth of Massachusetts, University of Massachusetts, Worcester."
13. **Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by M.G.L. c.66A, including but not limited to any rules or regulations of the University.
14. **Assignment by Contractor and Subcontracting:** 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 (s)he/it subcontract any services without the prior written approval of the University.
15. **Nondiscrimination in Employment and Affirmative Action:** 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. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
16. **Choice of Law:** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.
17. **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 God 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.

- 18. Compliance with Laws and Indemnification of University:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority relating to the delivery of the services specified in this Contract. The University may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law, the Contractor shall indemnify and hold harmless the Commonwealth, the University, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the University may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the University becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.
- 19. 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.
- 20. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.
- 21. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.
- 22. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below.

***** REQUIRED TAX INFORMATION *****

The following questions must be completed prior to payment being made. For Non-Resident Aliens, it is imperative to complete the contract and Foreign National Information form prior to the individual performing any services. Tax treaties, visa statuses and an individual's eligibility to be paid vary greatly from country to country.

1. Will all work be performed in a foreign country? Yes No
2. Are you a United States Citizen? Yes/No: _____

- If **Yes**, attach completed W-9 to contract.
- If **No**, do you possess a valid Green Card? Yes/No: _____
- If **Yes**, attach copy of green card and original completed W-9 to contract.
- If **No**, attach completed "Foreign National Information Form" (including the individual's TIN or Social Security Number*) and forward to HR, International Student Advisor (ISA) for treaty and tax analysis as well as compensation eligibility.

If the individual is eligible for compensation, the ISA will perform the tax treaty analysis to determine the individual's tax status. If the individual is eligible for tax treaty benefits, the ISA will forward a completed Form 8233 and statement to the department for the individual's signature. These forms must be returned to the ISA and forwarded to the INS office in Washington, D.C.

If the individual is not eligible for compensation, and/or does not qualify for treaty benefits, the department will be notified in order to contact the individual and advise them of the contract status.

****Note: Effective January 1, 2001, all individuals to whom payments will be made must possess a US Tax Identification or Social Security number. The 8233 and statement will be rejected by the INS without a valid TIN or SS number. No payments will be made to the individual without this number.***

APPROVALS

Contract Approved:

Contract Accepted as Specified:

University of Massachusetts/Worcester:

Contractor:

In witness whereof, the parties hereto set their hands :

I, the Contractor, or acting on behalf of the Contractor, certify under the pains and penalties of perjury that to the best of my knowledge and belief, the following information is true, correct, and complete:

(Signature of Individual Exercising Budgetary Control)

Associate Dean for Community Programs
(Name and Title) – Please print or type

Office of Community Programs, Linda Bradt, x63255

Commonwealth Medicine,
Department Name, Contact & Extension

Account number & object code to be charged

Vice Chancellor for Operations and
Commonwealth Medicine/Designee

Social Security or Federal Employers ID No.
Chancellor/Designee

President/Designee

By:

Legal Address: _____

Taxpayer Identification No: _____

Attachment A

Scope of Work

Between the University of Massachusetts\Worcester

And

Attachment B

Budget

Between the University of Massachusetts\Worcester

And
