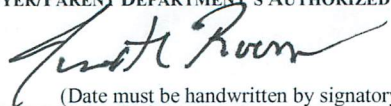
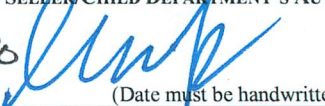


# COMMONWEALTH OF MASSACHUSETTS

## INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2020		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <input checked="" type="checkbox"/> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: DOR		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TRC	
BUSINESS MAILING ADDRESS: ONE HUNDRED CAMBRIDGE ST. 5 <sup>TH</sup> FLOOR BOSTON MA 02114		BUSINESS MAILING ADDRESS: JOHN ADAMS COURTHOUSE, ONE PEMBERTON SQUARE MEZZANINE, BOSTON, MA 02109	
ISA MANAGER: KAREN MELKONIAN		ISA MANAGER: DIANE BESWICK	
PHONE: (617) 626-4204	FAX: (617) 626-4059	PHONE: (617) 788-6600	FAX: (617) 788-8995
E-MAIL ADDRESS: MELKONIAN@DOR.STATE.MA.US		E-MAIL ADDRESS: Diane.Beswick@jud.state.ma.us	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) <input type="checkbox"/> New ISA. Current Maximum Obligation for total duration of ISA \$ _____ (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) <input checked="" type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) <input checked="" type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: \$1,704,552 to New Maximum Obligation \$1,859,697 (Attachment B) <input type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) <input checked="" type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: 07/31/2020 (Subject to execution dates below.) <input type="checkbox"/> Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: <b>This ISA Amendment is to document the parties' agreement to extend the termination date of this ISA from the current end date of 06/30/2020 to a new termination date of 07/31/2020, and to transfer an additional one month of funding in the amount of \$155,145 to cover the costs of services for this extension period. See attached for additional terms and conditions for this amended period.</b>			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. <input checked="" type="checkbox"/> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. <input type="checkbox"/> BGCS – subsidiarized (budgetary) <input type="checkbox"/> Other (CT, RPO as authorized by CTR): _____ <input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. <input type="checkbox"/> Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input checked="" type="checkbox"/> NO CHANGE	Account: 12010164
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Fund: 0010
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Major Program Code: N/A
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Program Code: N/A
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Account: _____
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Fund: _____
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Major Program Code: _____
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> NO CHANGE	Program Code: _____
ISA ANTICIPATED START DATE: <u>08/01/2019</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>07/31/2020</u> unless terminated or properly amended in writing by the parties prior to this date.			
<b>BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF</b> , by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds; including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA. amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:  DATE: <u>6/26/2020</u> (Date must be handwritten by signatory at time of signature)		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:  DATE: <u>7/13/20</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: TIMOTHY ROONEY		PRINT NAME: MARCEL L. VERNON	
PRINT TITLE: CHIEF FINANCIAL OFFICER		PRINT TITLE: CHIEF FINANCIAL OFFICER	



# INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

**Role of the Office of the Comptroller.** All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

**Seller/Child Department Certifications.** By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

**Buyer/Parent Department Certifications.** Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

**Chief Fiscal Officer.** The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

**ISA Manager.** Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

**Record-keeping and Retention, Inspection of Records.** The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

**Payments and Compensation.** The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

**ISA Termination or Suspension.** An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor failure to perform or price

increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

**Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

**Confidentiality.** The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

**Assignment.** The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

**Subcontracting By Seller/Child.** Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

**Affirmative Action, Non-Discrimination in Hiring and Employment.** In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

**Waivers.** Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

**Risk of Loss.** The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

**Disputes.** The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

**Interpretation, Severability, Conflicts with Law, Integration.** Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

**INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM  
TERMS AND CONDITIONS**



**ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:**

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

This ISA Amendment is to document the parties' agreement to extend the termination date of this ISA from the current termination date of 06/30/2020 to a new termination date of 07/31/2020, and to transfer an additional one month of funding in the amount of \$155,145 to cover the costs of services for this extension period.

The parties further agree that on or before July 27, 2020, they will execute a new ISA which will document the terms and conditions for services to be provided for the balance of FY2021.

All other terms and conditions for this ISA remain in full force and effect.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

No change.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

No change.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

No change.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? \_\_\_ No  Yes. If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

No change.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

N/A

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

N/A

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

No change.

### ATTACHMENT B - BUDGET

Check one:  Initial ISA Budget

ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ 1,704,552.

PRIOR MMARS DOCUMENT ID: ISADOR12010164TRC20A (for reference - if applicable)

CURRENT DOC ID: ISADOR12010164TRC20B

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2020	1201-0164	AA	Salary	\$ 1,660,047		\$		\$ 1,660,047
2020	1201-0164	BB	Travel/Conferences	\$ 4,000		\$		\$ 4,000
2020	1201-0164	DD	Payroll Tax	\$ 40,505		\$		\$ 40,505
2021	1201-0164	AA	Salary	\$	+	\$ 151,345		\$ 151,345
2021	1201-0164	BB	Travel/conferences	\$	+	\$ 1,000		\$ 1,000
2021	1201-0164	DD	Payroll Tax	\$	+	\$ 2,800		\$ 2,800
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$		\$		\$
				\$ 1,704,552	+	\$ 155,145		\$ 1,859,697

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: <u>2020</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1,704,552
FISCAL YEAR: <u>2021</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 155,145
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)</b>	<b>\$ 1,859,697</b>

Additional Budget Specifications: