



**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: 2017  |                    | RFR REFERENCE NUMBER ENTER RFR NUMBER: OR <u>X</u> N/A.  |  |
| MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EHS-MASSHEALTH  |                    | MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: POL  |  |
| BUSINESS MAILING ADDRESS:<br>EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES<br>ONE ASHBURTON PLACE, 11 <sup>TH</sup> FLOOR<br>BOSTON, MA 02108   |                    | BUSINESS MAILING ADDRESS: DEPARTMENT OF STATE POLICE<br>470 WORCESTER ROAD<br>FRAMINGHAM, MA 01702   |  |
| ISA MANAGER: JANICE WADSWORTH   |                    | ISA MANAGER: DEBORAH BRODERICK   |  |
| PHONE: 617-847-3192   | FAX: 617-847-1272  | PHONE: 508-820-2175  | FAX: 508-820-2359                                |
| E-MAIL ADDRESS: JANICE.WADSWORTH@STATE.MA.US  |                    | E-MAIL ADDRESS: DEBORAH.BRODERICK@STATE.MA.US  |  |
| Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)<br><input checked="" type="checkbox"/> New ISA. Current Maximum Obligation for total duration of ISA \$ <u>22,000.00</u> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)<br><input type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)<br><input type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B)<br><input type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)<br><input type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)<br><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: EHS-MASSHEALTH will utilize the services of the Executive Office of Public Safety and Security to fingerprint providers and applicants (and their qualifying owners) designated as High Risk by either Medicare or MassHealth under Section 6401 of the ACA.   |                    |  |  |
| WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <input checked="" type="checkbox"/> No <input 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.<br><input type="checkbox"/> BGCN - non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.<br><input checked="" type="checkbox"/> BGCN - subsidiarized (budgetary)<br><input type="checkbox"/> Other (CT, RPO as authorized by CTR): _____<br><input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.<br><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 type="checkbox"/> NO CHANGE  | Account: 4000-0700 | Fund: 0010   | Major Program Code: _____<br>Program Code: _____ |
| <input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE   | Account: _____     | Fund: _____  | Major Program Code: _____<br>Program Code: _____ |
| <input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE   | Account: _____     | Fund: _____  | Major Program Code: _____<br>Program Code: _____ |
| <input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE   | Account: _____     | Fund: _____  | Major Program Code: _____<br>Program Code: _____ |
| ISA ANTICIPATED START DATE: <u>4/1/2017</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>06-30-17</u> unless terminated or properly amended in writing by the parties prior to this date.   |                    |  |  |
| BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, 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:<br><br>DATE: <u>4/20/17</u><br>(Date must be handwritten by signatory at time of signature)   |                    | SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:<br><br>DATE: <u>4/7/17</u><br>(Date must be handwritten by signatory at time of signature) |  |
| PRINT NAME: DANIEL TSAI   |                    | PRINT NAME: DEBORAH BRODERICK  |  |
| PRINT TITLE: ASSISTANT SECRETARY FOR MASSHEALTH   |                    | PRINT TITLE: DIRECTOR OF FINANCE   |  |

**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:

The Department of State Police (MSP), State Identification Section (SIS) will process and send to the State and Federal Bureau of Investigation (FBI), fingerprint transactions submitted by the Executive Office of Public Safety and Security's vendor, MorphoTrust, on behalf of EHS-MassHealth, in support of its efforts to conduct fingerprint based background checks on MassHealth providers and applicants (and their qualifying owners) designated as High Risk by either Medicare or MassHealth under Section 6401 of the ACA. The work process used by the State Identification Section staff to receive, process, and submit results for a state and national background check is outlined below:

- Receive fingerprint transactions electronically from MorphoTrust.
- Review demographics, fingerprints for quality control.
- Perform data entry of all required fields.
- Compare and verify fingerprints.
- Review name search results.
- Review fingerprint search results from FBI.
- Resolve poor quality prints and missing demographics.
- Request redo of fingerprints for processing as needed
- Assist DCJIS, EHS-MassHealth with search results.
- Maintain State ID databases, maintain Criminal File records.
- Review billing, process bills from FBI and reconcile accounting.
- Supervisory review of process, quality control.

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

The responsible parties are the Department of State Police and EHS-MassHealth. EHS-MassHealth is charged with complying with federal requirements as mandated under Section 6401 of the Affordable Care Act, by ensuring that all MassHealth providers and applicants (and their qualifying owners) designated as High Risk by Medicare or MassHealth submit to fingerprint based background checks. The Department of State Police is the single state entity designated by the FBI to submit fingerprint images.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:  
Submit the following progress reports:

EHS-MassHealth will direct applicants to the Executive Office of Public Safety and Security's (EPS) vendor, MorphoTrust, to register and complete a fingerprint appointment. MorphoTrust will collect fingerprint images and electronically submit transactions to the Massachusetts State Police State (MSP) State Identification Section (SIS) periodically beginning in April 2017. EHS-MassHealth estimates approximately 2,200 fingerprint applicants will be processed this fiscal year. EHS-MassHealth agrees to pay the Department of State Police \$10.00 per fingerprint check. The Federal Bureau of Investigation (FBI) will invoice the Department of State Police on a monthly basis who will process payment with the FBI.

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

The Department of State Police is the single state entity designated by the FBI to submit fingerprint transactions.

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).

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

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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):

The Department of State Police will report to EHS-MassHealth the status of fingerprints submitted on a monthly basis includes the number received each month, number processed, and the balance of fingerprints still to be processed.

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

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**ATTACHMENT B - BUDGET**

Check one:     Initial ISA Budget  
                    ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ \_\_\_\_\_

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

CURRENT DOC ID: ISAENSFINGERPRPOL17A

[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 |
| 2017               | 4000-0700            | TT           | Payments to the FBI | \$ 22,000.00                                      |                            | \$               |   | \$                         |
|                    |                      |              |                     |   |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |
|                    |                      |              |                     | \$  |                            | \$               |   | \$                         |

| FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA                           |                     |
|--|---------------------|
| FISCAL YEAR: <u>2017</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)        | \$ 22,000.00        |
| FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)              | \$                  |
| FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)              | \$                  |
| FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)              | \$                  |
| <b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)</b> | <b>\$ 22,000.00</b> |

Additional Budget Specifications: