



## Contract for Services

This CONTRACT FOR SERVICES (this “Contract”) is entered into as of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the “Contractor”) having a principal address at \_\_\_\_\_, and the Massachusetts Housing Finance Agency (“MassHousing”), having a principal address at One Beacon Street, Boston, Massachusetts, 02108.

WHEREAS MassHousing desires to engage Contractor to render certain services, and Contractor desires to provide such services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Employment of Contractor.** MassHousing agrees to engage Contractor to perform the services described in this Contract, and Contractor agrees to perform the services described in this Contract for MassHousing.
2. **Area & Scope Covered.** Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A to this Contract and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from the following MassHousing contact: [Name, Title]. Contractor shall furnish all equipment necessary to perform the services specified in this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of MassHousing.
3. **Personnel & Status of Contractor.**
  - a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under this Contract. The use of subcontractors by Contractor requires the prior written approval of MassHousing.
  - b. Contractor shall complete the services required under this Contract according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services under this Contract. The parties further hereby acknowledge that Contractor’s employees and subcontractors (if permitted by MassHousing) shall not be deemed to be employees of MassHousing due to this Contract or the actions of such employees and subcontractors in furtherance of it.
  - c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing’s name or on MassHousing’s behalf, or make any promises or

representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.

- d. All services required under this Contract will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.
- e. It is understood that MassHousing does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services with other companies while it is under contract with the MassHousing, subject to the restrictions imposed by the Conflict of Interest Law, Massachusetts General Laws, c. 268A, §1 et seq., if any. (See Section 13 of this Contract.)

4. **Time of Performance; Term of Contract.** The services of Contractor are to commence as soon as practicable after the execution of this Contract. All projects assigned shall be undertaken and completed in such sequence as specified by MassHousing and in such manner to ensure their efficient completion. This Contract shall terminate on **[Date Contract Terminates]** unless extended by written agreement of the parties.

5. **Compensation.**

- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached hereto as Attachment B and Contractor agrees to perform all of the services under this Contract for an amount not to exceed **[\$ ] [the amount set forth on Attachment B]**. If, in the course of performing the work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.
- b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract.
- c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect the MassHousing, in MassHousing's reasonable opinion, from loss caused by Contractor's breach of this Contract.

6. **Non-Discrimination.** There shall be no discrimination against an employee who is employed in the work covered by this Contract, or against any applicants for such employment, because of age, race, religion, color, disability, sex, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, genetic information, veteran status, alienage or citizenship status, ancestry, national origin, or any other characteristic protected by applicable federal, state, or local laws. This provision includes, but is not limited to, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.

7. **Information Security Program.**

- a. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes, without limitation, the following: (1) Personal Information protected by Massachusetts General Laws, c. 93H and its implementing regulations promulgated at 201 C.M.R. 17; (2) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and its implementing regulations promulgated at 16 C.F.R. Part 314; (3) consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws.
- b. If MassHousing grants Contractor access to its information technology networks or otherwise allows Contractor to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, Contractor shall comply with all federal and state laws protecting such information while working at the MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. Contractor acknowledges that it is MassHousing's policy to employ the services of outside investigative agencies to conduct background checks on individuals with access to its networks and agrees to submit to such background checks of its impacted employees at MassHousing's request. For the avoidance of doubt, this background check requirement applies only to Contractor's employees, if any, who are granted access to MassHousing's information technology networks. MassHousing maintains the strict confidentiality of all reports and records related to such investigations.
- c. Contractor shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing this Contract; and (3) providing MassHousing

with copies of the results of any internal and external audits or tests of the effectiveness of its information security measures upon MassHousing's request.

**8. Findings & Other Work Product Confidential.**

- a. Contractor shall consider as confidential (1) any proprietary information of MassHousing, whether in tangible or intangible form, whether disclosed or obtained by Contractor orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by MassHousing's information security program or federal or state law (collectively, "Confidential Information").
- b. Any Confidential Information prepared or assembled by Contractor under this Contract is to be held in strict confidence and shall not be made available to any third party by Contractor or any of its employees without prior express written consent of MassHousing.
- c. Contractor shall use MassHousing's Confidential Information solely in performing this Contract, unless MassHousing provides express written consent authorizing use of such Confidential Information for other purposes, and shall use such Confidential Information only during the term for which Contractor is to perform this Contract.
- d. Confidential Information shall continue to remain the sole property of MassHousing even after completion of this Contract and shall be held in the strictest confidence by Contractor. Confidential Information furnished in tangible form shall not be duplicated by Contractor except for purposes of this Contract. Contractor agrees to return to MassHousing any Confidential Information in tangible form (including copies thereof) within ten (10) days of request by MassHousing or within ten (10) days of termination of this Contract by Contractor, whichever is sooner, or to certify that such Confidential Information has been destroyed.
- e. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.
- f. All records, reports, worksheets, work products and other materials that may be result from this Contract shall be the exclusive property of MassHousing unless otherwise agreed to by MassHousing.
- g. All confidential information of the Contractor, as defined in the following sentence, shall be kept confidential by MassHousing and shall not, without the Contractor's prior written consent, be disclosed by MassHousing or its representatives, in any manner whatsoever, in whole or in part, except to the extent that MassHousing

becomes legally compelled to disclose any of the confidential information, including but not limited to in response to a request under the Massachusetts Public Records Law, M.G.L. Chapter 66, § 10. Contractor's confidential information shall include (1) any proprietary information of the Contractor, whether in tangible or intangible form, whether disclosed or obtained by MassHousing orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by federal or state law.

- h. Contractor acknowledges that as a body politic and corporate, constituting a public instrumentality of The Commonwealth of Massachusetts, MassHousing is required to maintain records in accordance with the Massachusetts Statewide Records Retention Schedule promulgated under the provisions of M.G.L. c. 4, § 42 and c. 66, §§ 1, 8 and 9 and public records as defined in M.G.L. c 4. § 7 and its related regulations.

9. **Termination of Contract.**

- a. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, MassHousing shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. MassHousing shall also have the right to pursue any other remedy available at law or in equity.
- b. MassHousing may also terminate this Contract without cause by giving notice to the Contractor of such termination at least thirty (30) days before the effective date of such termination.
- c. In the event of termination for cause or without cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor shall, at the option of MassHousing, become its property, and Contractor shall deliver all such work product in its possession promptly to MassHousing. In the event of termination for cause or without cause, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to date of the notice of termination.
- d. Notwithstanding the above, Contractor shall not be relieved of any liability to MassHousing for damages sustained by MassHousing by virtue of any breach of this Contract by Contractor.

- 10. **Changes.** MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's services and compensation, shall be incorporated

in written amendments to this Contract and Contractor's compensation shall be modified as mutually agreed upon by Contractor and MassHousing.

11. **Interest of Members of MassHousing & Others.** No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which this Contract is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall (a) participate in any decision relating to this Contract that affects its personal interest or the interest of any corporation, partnership, or association in which it is directly or indirectly interested; or (b) have any interest, direct or indirect in this Contract or the proceeds thereof.
12. **Interest of Contractor.** Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, M.G.L. Chapter 268A, § 1 et seq., and will take all necessary action, in connection with the provision of services under this Contract, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. **Assignability.** Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.
14. **Indemnity.** Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.
15. **Insurance.** Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 14 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Contract, either by Contractor and its employees, by any

subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors, while providing services under this Contract.

16. **Additional Contract Terms.**

- a. Entire Contract. This Contract constitutes the entire Contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of this Contract and any attachments, addenda, amendments or exhibits hereto, the provisions of this Contract shall prevail.
- b. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- c. Amendments. No contracts amending, altering, supplementing, or waiving any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.
- d. No Waiver. Failure of either party to enforce a right under this Contract shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. The invalidity of any clause, part or provision of this Contract shall not affect the validity of the remaining portions of this Contract.
- e. Headings. All section headings are for convenience only and shall not be taken into consideration in interpreting or otherwise construing this Contract.
- f. Counterparts. This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.
- g. Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (a) when actually received in the case of hand delivery against a signed receipt, (b) two (2) business days after being given to a reputable overnight courier, or (c) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).
- h. Electronic Signatures. This Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes, shall be binding on the parties and shall have the same force and effect, for all purposes, as an original signature. Without limitation, in addition to electronically produced

signatures, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

*[The remainder of this page is intentionally blank. Signature page follows.]*



IN WITNESS WHEREOF, MassHousing and Contractor have executed this Contract as an instrument under seal as of the date first above written.

MASSACHUSETTS HOUSING FINANCE  
AGENCY

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
SOC. SECURITY/TAX ID#

ATTACHMENT A

Scope of Work

[describe]

ATTACHMENT B

Compensation Schedule

[describe]