MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for a contract for Elevator Maintenance and Repair. The Towns of Barnstable, Harwich, Wellfleet and the Sandwich Schools participated in this bid along with the County. Four (4) bids were received and the low bid for all locations was BBE Corporation. The Town of Wellfleet has rejected the bid for their locations.

Please vote to award the bids to BBE Corporation as the responsive, responsible bidders offering the lowest prices for all locations, except for the Town of Wellfleet, and as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

Date
<table>
<thead>
<tr>
<th>Town of Barnstable</th>
<th>Eagle Elevator</th>
<th>BBE Corporation</th>
<th>United Elevator</th>
<th>Associated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevators</td>
<td>$80.00</td>
<td>$90.00</td>
<td>$95.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225.00/250.00</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$5,400.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Chair Lift</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$95.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225/250</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Barnstable County</th>
<th>Eagle Elevator</th>
<th>BBE Corporation</th>
<th>United Elevator</th>
<th>Associated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevators</td>
<td>$70.00</td>
<td>$90.00</td>
<td>$95.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225/250</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$3,600.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Lifts:</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$95.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225/250</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$1,200.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Dumbwaiter</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$95.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$1.75</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225/250</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$6,000.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>2nd Dist</td>
<td>$70.00</td>
<td>$90.00</td>
<td>$95.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
<td>$1.75</td>
</tr>
<tr>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
<td>$225/250</td>
</tr>
<tr>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>5 year inspection</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>1 year inspection</td>
<td>$900.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$7.50</td>
</tr>
<tr>
<td>Town</td>
<td>Cost per elevator per billing cycle - Monthly</td>
<td>$70.00</td>
<td>$90.00</td>
<td>$95.00</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
</tr>
<tr>
<td></td>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
</tr>
<tr>
<td></td>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td></td>
<td>5 year inspection</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td></td>
<td>1 year inspection</td>
<td>$3,600.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sandwich Schools</td>
<td>Cost per elevator per billing cycle - Monthly</td>
<td>$90.00</td>
<td>$90.00</td>
<td>$95.00</td>
</tr>
<tr>
<td></td>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
</tr>
<tr>
<td></td>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
</tr>
<tr>
<td></td>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td></td>
<td>5 year inspection</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>1 year inspection</td>
<td>$45,400.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Wellfleet</td>
<td>Cost per elevator per billing cycle - Quarterly</td>
<td>$1,000.00</td>
<td>$90.00</td>
<td>$95.00</td>
</tr>
<tr>
<td></td>
<td>On Call Hourly Rate</td>
<td>$275.00</td>
<td>$160.00</td>
<td>$170.00</td>
</tr>
<tr>
<td></td>
<td>Hourly rate - weekend, holidays after hours</td>
<td>$520.00</td>
<td>$250.00</td>
<td>$289.00</td>
</tr>
<tr>
<td></td>
<td>Material cost +</td>
<td>$0.10</td>
<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td></td>
<td>5 year inspection</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td></td>
<td>1 year inspection</td>
<td>$1,800.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>
May 16, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of Water Departments in the County for the Supply and Delivery of Water Chemicals. Five bids were received.

The highlighted bids on the attached spreadsheet reflect the bids submitted by the responsive, responsible bidders offering the lowest prices. The bids from Coyne Chemical are not acceptable as they are conditional bids which require a minimum delivery quantity and need to be rejected. The bid from Univar for Caustic Potash for Buzzards Bay Water District was withdrawn as they are unable to deliver to that location and the District has chosen to go to the next low bidder. The Dennis Water Department has chosen not to award a bid for Sodium Hypochlorite.

Please vote to award the bids to the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

Date
### CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution

<table>
<thead>
<tr>
<th>Service Area</th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable Fire District</td>
<td>No bid</td>
<td>.2473</td>
<td>.2269</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Brewster Water Department</td>
<td>No bid</td>
<td>.2533</td>
<td>.2696</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Buzzards Bay Water District</td>
<td>No bid</td>
<td>.2393</td>
<td>.3246</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Chatham Public Works Water Division</td>
<td>No bid</td>
<td>.2413</td>
<td>.2304</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>COMM Water District</td>
<td>No bid</td>
<td>.2413</td>
<td>.2294</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Dennis Water District</td>
<td>No bid</td>
<td>.2383</td>
<td>.2261</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Harwich</td>
<td>No bid</td>
<td>.2453</td>
<td>.2605</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Mashpee Water District</td>
<td>No bid</td>
<td>.2443</td>
<td>.2372</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Orleans Water District</td>
<td>No bid</td>
<td>.2463</td>
<td>.2459</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>No bid</td>
<td>No bid</td>
<td>.2654</td>
<td>No bid</td>
<td>.394</td>
</tr>
<tr>
<td>Yarmouth Water Department</td>
<td>No bid</td>
<td>.2443</td>
<td>.2259</td>
<td>No bid</td>
<td>.394</td>
</tr>
</tbody>
</table>

### SODIUM HYPOCHLORITE – 12 – 15%

<table>
<thead>
<tr>
<th>Service Area</th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
<td>No bid</td>
<td>1.08</td>
<td>1.15</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Chatham DPW Water Division</td>
<td>3.81</td>
<td>1.08</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Barnstable Fire District</td>
<td>4.25</td>
<td>No bid</td>
<td>4.95</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Brewster Water Dept.</td>
<td>1.96</td>
<td>1.532</td>
<td>4.65</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Dennis Water District</td>
<td>2.18</td>
<td>2.02</td>
<td>3.95</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Orleans Water Department</td>
<td>2.64</td>
<td>2.065</td>
<td>4.75</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>2.92 drum, 4.27 bulk</td>
<td>No bid</td>
<td>5.25</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Yarmouth Water Department</td>
<td>4.35</td>
<td>No bid</td>
<td>5.15</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%

<table>
<thead>
<tr>
<th>Service Area</th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
<td>No bid</td>
<td>1.889</td>
<td>1.8192</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### HYDRATED LIME

<table>
<thead>
<tr>
<th>Service Area</th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brewster Water Dept.</td>
<td>.2796</td>
<td>.2623</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### CITRIC ACID – 50% Food Grade

<table>
<thead>
<tr>
<th>Service Area</th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orleans Water Department</td>
<td>No bid</td>
<td>No bid</td>
<td>8.8379</td>
<td>5.582 min 4 drums/delivery</td>
<td>8.37</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
<td>16.688 min 4 drums</td>
<td>14.17</td>
</tr>
</tbody>
</table>
AMENDMENT
BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Maxxam Analytics International Corporation
6740 Campobello Road
Mississauga, Ontario, L5N 2L8

THE AGREEMENT made the 6th day of July 2016 by and between Maxxam Analytics International Corporation (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as the County), but without any personal liability, is hereby amended as follows:

3. Time of Performance. Work in connection with the Agreement shall continue until September 30, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates provided in the Contractor’s Bid dated June 2, 2016, incorporated herein by reference, up to a maximum fee of $37,500.

This Amendment will not change any of the stipulations of the original, previously defined Agreement.

IN WITNESS WHEREOF, the County and Contractor have executed this Amendment this _____ day of May in the year two thousand and seventeen.

FOR BARNSTABLE COUNTY:

__________________________
Leo Cakounes, Chair

__________________________
Mary Pat Flynn, Vice-Chair

__________________________
Ronald Beaty, Commissioner

FOR THE CONTRACTOR:

__________________________
Date

May 2017

Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Award

Barnstable County issued an Invitation for Bids for Lab Services relating to Poly and Per Fluorinated Alkyl Substances (PPFAs) at the Barnstable County Fire Training Academy. Four bids were received and the low bidder was Maxxam Analytics.

Please vote to award the contract to Maxxam Analytics as the responsive, responsible bidder offering the lowest price. See attached memo from Tom Cambareri, Technical Services Director/Water Resources, Cape Cod Commission.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

Date 10/15/16
AGREEMENT
BETWEEN

Barnstable County
3185 Main Street
Barnstable, MA 02630

and

Maxxam Analytics International Corporation
6740 Campobello Road
Mississauga, Ontario, L5N 2L8

THIS AGREEMENT, made this ___th day of ___July____ 2016 by and between Maxxam Analytics International Corporation (hereinafter referred to as Contractor), and Mary P. Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County (hereinafter referred to as the County) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the County is performing a site assessment, operating a remedial pump and treat system and planning a pilot treatment test at its Fire Training Academy for Poly and Per Fluorinated Alkyl Substances (PFASAs), primarily PFOS and PFOA, and

WHEREAS, the County requires laboratory analysis of soil and water samples taken from the Fire Training Academy site, and

WHEREAS, the Contractor has been selected through a competitive procurement process to provide this assistance,

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall provide the products as set forth in Barnstable County’s Invitation for Bids dated May 19, 2016 and its Bid dated June 2, 2016, incorporated herein by reference.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 30, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for products and services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer’s Bid dated June 2, 2016 up to a maximum fee of $30,000.00. Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this Agreement by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Agreement, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Agreement.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. 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, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Agreement shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women’s business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Agreement may be assigned to a bank, trust
company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. 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. If this Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its 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 Agreement. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Agreement, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 996 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, 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.
20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Agreement subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Agreement, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _______ day of __________ in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS:

Mary Pat Flynn, Chair

Sheila Lyons, Vice Chair

Leo Cakounes, Commissioner

FOR THE CONTRACTOR:

Danny Blanch

Date: June 20, 2011
<table>
<thead>
<tr>
<th>EPA Method 537 Analysis</th>
<th>SGS Accutest</th>
<th>Maxxam</th>
<th>eurofins</th>
<th>Vista</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price per sample with 5 day turn-around-time</td>
<td>Price per sample with 10 day turn-around-time</td>
<td>Price per sample with 5 day turn-around-time</td>
<td>Price per sample with 10 day turn-around-time</td>
</tr>
<tr>
<td>Water (PPFAS – 23 compounds)</td>
<td>368.00</td>
<td>320.00</td>
<td>340.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Soil (PPFAS – 16 compounds)</td>
<td>287.50</td>
<td>250.00</td>
<td>340.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Total</td>
<td>680.00</td>
<td>480.00</td>
<td>700.00</td>
<td>500.00</td>
</tr>
</tbody>
</table>
Barnstable County
Request for Bids – PPEA Lab Service

Attention:
Elaine Davis
Chief Procurement Officer
County of Barnstable
Superior Court House
3195 Main Street
Barnstable, Massachusetts 02630

Proposal Submitted by:
Maxxam Analytics International Corporation
6740 Campobello Road
Mississauga, Ontario
LSN 2L8
Attn: Paul Henige
(650) 576-7765
Dear Ms Davis,

Maxxam Analytics thanks you for the opportunity to provide you our technical capabilities and pricing in support of your PPFAs Lab Services.

Please find attached in our submittal:
1. Attachment A
2. Attachment B
3. Attachment D
4. Compound list and Reporting limits for EPA 537 Mod. for soil and water

Maxxam has reviewed the request for proposal and would like to note the following.

Your dedicated project manager will be: 
Melissa Di Grazia, B.Sc.
Project Manager - Ultra Trace Analysis
Office 905 817 5700, ext. 5784 / Mobile 416 717 8264
Toll free 800 563 6266 / Fax 905 817 5775
6740 Campobello Rd., Mississauga, ON L5N 2L8

Maxxam currently provided County of Barnstable EPA 537 Mod. testing for 23 compounds in water and 16 compounds in soil.

Maxxam understands it will provide sampling supplies necessary to complete the job.

Finally, Maxxam has read and understands the criteria herein and meets all requirements.

Maxxam is confident it will be the clear choice to support your analytical needs.

We look forward to working with you.

Paul Henige

Maxxam Analytics
Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: **Maxram Analytics International Corporation**

Address: **500-1919 Minnesota Court**

**Mississauga, Ontario Canada L5N OC9**

Signature of Individual Signing Proposal, or Corporate Officer:

x **Paul Henige**

Telephone: **465-576-7765**

Social Security Number Or Federal Identification Number:

SSN or EIN **100938877 (Foreign TIN)**

Date: **4-2-2016**

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.
ATTACHMENT B
REFERENCE FORM

[To be completed by authorized resellers only. Note a signed statement or executed agreement authorizing reseller status is also required.]

Contractor: Maxxem Analytics International Corporation

Reference: AMEC Foster Wheeler  
Address: 7376 SW Durham Road  
Portland, Oregon 97224  
Contact: Ms. Marie Beviler  
Phone: 503-981-4033  
Fax: 503-690-7892

Description and date(s) of supplies or services provided:

PEASE AFB 2014 - Current
3000 plus samples for 23 PFC compounds
matrix include soil, groundwater and drinking water

Reference: Cape Cod Commission  
Address: 3225 Main Street  
Barnstable MA 02630  
Contact: Tom Cambareri  
Phone: 508-362-3828  
Fax: 

Description and date(s) of supplies or services provided:

2015 - Current
900 plus samples for 23 PFC compounds in water
100 plus samples for 16 PFC compounds in soil

Reference: AeroStar SES  
Address: 1066 Floyd C.R. C.  
Oak Ridge TN 37830  
Contact: Jenny Vance  
Phone: 865-483-7904  
Fax: 865-481-0290

Description and date(s) of supplies or services provided:

2015 - Current Various AFB
1000 plus samples for PFC compounds
in groundwater, soil and drinking water

Attach additional sheets if necessary.
ATTACHMENT D

Price Proposal

Estimated amount of samples within 12 month period: 100-150 samples

<table>
<thead>
<tr>
<th>EPA Method 537 Analysis</th>
<th>Price per sample with 5 day turn-around-time</th>
<th>Price per sample with 10 day turn-around-time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water (PPFAS – 23 compounds)</td>
<td>340.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Soil (PPFAS – 16 compounds)</td>
<td>340.00</td>
<td>240.00</td>
</tr>
<tr>
<td>Total</td>
<td>680.00</td>
<td>480.00</td>
</tr>
</tbody>
</table>

Bidder’s Company Name: Maxxam Analytics International Corporation
Address: 500 -1919 Minnesota Court
City: Mississauga, Ontario Canada
State: Zip: L5N 0C9
Authorized Signature: [Signature]
Printed: Paul Henige
Email Address: p.henige@ maxxam.ca
# QAPP Worksheet #15

**Matrix:** Water  
**Analytical Group:** Organics - EPA 537 (modified)  
**Concentration Level:** Low

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Acronym</th>
<th>CAS Number</th>
<th>Project Action Limit (ug/L)</th>
<th>Project Quantitation Limit Goal (ug/L)</th>
<th>Analytical Method</th>
<th>Achievable Laboratory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perfluorobutanoic acid</td>
<td>PFBA</td>
<td>375-22-4</td>
<td></td>
<td></td>
<td>0.0066</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluoropentanoic acid</td>
<td>PFPeA</td>
<td>2708-90-3</td>
<td></td>
<td></td>
<td>0.0036</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorohexanoic acid</td>
<td>PFHxA</td>
<td>307-24-4</td>
<td></td>
<td></td>
<td>0.0046</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorooctanoic acid</td>
<td>PFHpA</td>
<td>375-85-9</td>
<td></td>
<td></td>
<td>0.0047</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorooctanoic acid</td>
<td>PFOA</td>
<td>335-67-1</td>
<td></td>
<td></td>
<td>0.0053</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorononanoic acid</td>
<td>PFNA</td>
<td>375-95-1</td>
<td></td>
<td></td>
<td>0.0046</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorodecanoic acid</td>
<td>PFDA</td>
<td>335-76-2</td>
<td></td>
<td></td>
<td>0.0066</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluoroundecanoic acid</td>
<td>PFUnA</td>
<td>2058-94-8</td>
<td></td>
<td></td>
<td>0.0037</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorododecanoic acid</td>
<td>PFDcA</td>
<td>307-55-1</td>
<td></td>
<td></td>
<td>0.0057</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorotridecanoic acid</td>
<td>PFTrDA</td>
<td>72629-94-8</td>
<td></td>
<td></td>
<td>0.0034</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorotetradecanoic acid</td>
<td>PFTeDA</td>
<td>376-06-7</td>
<td></td>
<td></td>
<td>0.0052</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorobutanesulfonate</td>
<td>PFBS</td>
<td>375-73-5</td>
<td></td>
<td></td>
<td>0.0019</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorohexanesulfonate</td>
<td>PFHxS</td>
<td>355-46-4</td>
<td></td>
<td></td>
<td>0.0040</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorooctanesulfonate</td>
<td>PFHpS</td>
<td>375-92-8</td>
<td></td>
<td></td>
<td>0.0036</td>
<td>0.02</td>
</tr>
<tr>
<td>Analyte</td>
<td>Acronym</td>
<td>CAS Number</td>
<td>Project Action Limit (ug/L)</td>
<td>Project Quantitation Limit Goal (ug/L)</td>
<td>Analytical Method¹</td>
<td>Achievable Laboratory Limits²</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>---------</td>
<td>------------</td>
<td>----------------------------</td>
<td>----------------------------------------</td>
<td>---------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MDLs (ug/L)</td>
<td>Method QLs (ug/L)</td>
</tr>
<tr>
<td>Perfluorooctanesulfonate</td>
<td>PFOS</td>
<td>1763-23-1</td>
<td></td>
<td></td>
<td>0.0033</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorodecanesulfonate</td>
<td>PFDS</td>
<td>335-77-3</td>
<td></td>
<td></td>
<td>0.0043</td>
<td>0.02</td>
</tr>
<tr>
<td>Perfluorooctane sulfonamide</td>
<td>PFOSA</td>
<td>754-91-6</td>
<td></td>
<td></td>
<td>0.0058</td>
<td>0.02</td>
</tr>
<tr>
<td>N-methylperfluorooctanesulfonamide</td>
<td>MeFOSA</td>
<td>31506-32-8</td>
<td></td>
<td></td>
<td>0.0040</td>
<td>0.02</td>
</tr>
<tr>
<td>N-ethylperfluorooctanesulfonamide</td>
<td>EtFOSA</td>
<td>4151-50-2</td>
<td></td>
<td></td>
<td>0.0053</td>
<td>0.02</td>
</tr>
<tr>
<td>N-methylperfluorooctanesulfonamidoethanol</td>
<td>MeFOSA</td>
<td>24448-09-7</td>
<td></td>
<td></td>
<td>0.0061</td>
<td>0.02</td>
</tr>
<tr>
<td>N-ethylperfluorooctanesulfonamidoethanol</td>
<td>EtFOSA</td>
<td>1691-99-2</td>
<td></td>
<td></td>
<td>0.0049</td>
<td>0.02</td>
</tr>
<tr>
<td>N-Methylperfluorooctanesulfonamidoacetic acid</td>
<td>MeFOSAA</td>
<td>2355-31-9</td>
<td></td>
<td></td>
<td>0.0043</td>
<td>0.02</td>
</tr>
<tr>
<td>N-Ethylperfluorooctanesulfonamidoacetic acid</td>
<td>EtFOSAA</td>
<td>2991-50-6</td>
<td></td>
<td></td>
<td>0.0040</td>
<td>0.02</td>
</tr>
<tr>
<td>6:2 Fluorotelomersulfonate</td>
<td>6:2-FTS</td>
<td>27619-97-2</td>
<td></td>
<td></td>
<td>0.0065</td>
<td>0.02</td>
</tr>
<tr>
<td>8:2 Fluorotelomersulfonate</td>
<td>8:2-FTS</td>
<td>39108-34-4</td>
<td></td>
<td></td>
<td>0.0055</td>
<td>0.02</td>
</tr>
</tbody>
</table>

¹Analytical MDLs and QLs are those documented in validated methods.

²Achievable MDLs and QLs are limits that an individual laboratory can achieve when performing a specific analytical method. Laboratory Generated Limits are subject to change, the laboratory will use the most current limits at the time of analysis.
# QAPP Worksheet #15

**Matrix:** Soil  
**Analytical Group:** Organics - EPA 537 (modified)  
**Concentration Level:** Low

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Acronym</th>
<th>CAS Number</th>
<th>Project Action Limit (ug/kg)</th>
<th>Project Quantitation Limit Goal (ug/kg)</th>
<th>Analytical Method¹</th>
<th>Achievable Laboratory Limits²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perfluorobutanoic acid</td>
<td>PFBA</td>
<td>375-22-4</td>
<td></td>
<td></td>
<td>0.11</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluoropentanoic acid</td>
<td>PFPeA</td>
<td>2706-90-3</td>
<td></td>
<td></td>
<td>0.13</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorohexanoic acid</td>
<td>PFHxA</td>
<td>307-24-4</td>
<td></td>
<td></td>
<td>0.11</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorooctanoic acid</td>
<td>PFOA</td>
<td>335-67-1</td>
<td></td>
<td></td>
<td>0.060</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorononanoic acid</td>
<td>PFNA</td>
<td>375-95-1</td>
<td></td>
<td></td>
<td>0.084</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorodecanoic acid</td>
<td>PFDA</td>
<td>335-76-2</td>
<td></td>
<td></td>
<td>0.14</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluoroundecanoic acid</td>
<td>PFUnA</td>
<td>2058-94-8</td>
<td></td>
<td></td>
<td>0.13</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorododecanoic acid</td>
<td>PFDoA</td>
<td>307-55-1</td>
<td></td>
<td></td>
<td>0.13</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorotridecanoic acid</td>
<td>PFTrDA</td>
<td>72629-94-8</td>
<td></td>
<td></td>
<td>0.20</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorotetradecanoic acid</td>
<td>PFTeDA</td>
<td>376-06-7</td>
<td></td>
<td></td>
<td>0.18</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorobutanesulfonate</td>
<td>PFBS</td>
<td>375-73-5</td>
<td></td>
<td></td>
<td>0.17</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorohexanesulfonate</td>
<td>PFHxA</td>
<td>355-46-4</td>
<td></td>
<td></td>
<td>0.13</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluoroheptanesulfonate</td>
<td>PFHxS</td>
<td>375-92-8</td>
<td></td>
<td></td>
<td>0.20</td>
<td>1.0</td>
</tr>
</tbody>
</table>

¹ Method abbreviations: MDLs (Method Detection Limits), Method QLs (Method Quantitation Limits), LODs (Limit of Detection), LOQs (Limit of Quantitation)

**Reviewed:** October 7, 2015
<table>
<thead>
<tr>
<th>Analyte</th>
<th>Acronym</th>
<th>CAS Number</th>
<th>Project Action Limit (ug/kg)</th>
<th>Project Quantitation Limit Goal (ug/kg)</th>
<th>Analytical Method</th>
<th>Achievable Laboratory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MDLs (ug/kg)</td>
<td>Method QLs (ug/kg)</td>
</tr>
<tr>
<td>Perfluorooctanesulfonate</td>
<td>PFOS</td>
<td>1763-23-1</td>
<td></td>
<td></td>
<td>0.12</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorodecanesulfonate</td>
<td>PFDS</td>
<td>335-77-3</td>
<td></td>
<td></td>
<td>0.17</td>
<td>1.0</td>
</tr>
<tr>
<td>Perfluorooctane sulfonamide</td>
<td>PFOSA</td>
<td>754-91-6</td>
<td></td>
<td></td>
<td>0.12</td>
<td>1.0</td>
</tr>
<tr>
<td>N-methylperfluorooctanesulfonamide</td>
<td>MeFOSA</td>
<td>31506-32-8</td>
<td></td>
<td></td>
<td>0.29</td>
<td>1.0</td>
</tr>
<tr>
<td>N-ethylperfluorooctanesulfonamide</td>
<td>EtFOSA</td>
<td>4151-50-2</td>
<td></td>
<td></td>
<td>0.58</td>
<td>1.0</td>
</tr>
<tr>
<td>N-methylperfluorooctanesulfonamidoethanol</td>
<td>MeFOSE</td>
<td>24448-09-7</td>
<td></td>
<td></td>
<td>0.16</td>
<td>1.0</td>
</tr>
<tr>
<td>N-ethylperfluorooctanesulfonamidoethanol</td>
<td>EtFOSE</td>
<td>1691-89-2</td>
<td></td>
<td></td>
<td>0.34</td>
<td>1.0</td>
</tr>
<tr>
<td>N-Methylperfluorooctanesulfonamidoacetic acid</td>
<td>MeFOSAA</td>
<td>2355-31-9</td>
<td></td>
<td></td>
<td>0.12</td>
<td>1.0</td>
</tr>
<tr>
<td>N-Ethylperfluorooctanesulfonamidoacetic acid</td>
<td>EtFOSAA</td>
<td>2691-50-6</td>
<td></td>
<td></td>
<td>0.12</td>
<td>1.0</td>
</tr>
<tr>
<td>6:2 Fluorotelomersulfonate</td>
<td>6:2-FTS</td>
<td>27619-97-2</td>
<td></td>
<td></td>
<td>0.16</td>
<td>1.0</td>
</tr>
<tr>
<td>8:2 Fluorotelomersulfonate</td>
<td>8:2-FTS</td>
<td>39108-34-4</td>
<td></td>
<td></td>
<td>0.18</td>
<td>1.0</td>
</tr>
</tbody>
</table>

1Analytical MDLs and QLs are those documented in validated methods.

2Achievable MDLs and QLs are limits that an individual laboratory can achieve when performing a specific analytical method. Laboratory Generated Limits are subject to change; the laboratory will use the most current limits at the time of analysis.
PWTF PARTNER AGREEMENT ADDENDUM – FY17 FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of May 1, 2017, by and between COMMUNITY HEALTH CENTER OF CAPE COD having its principal place of business as 107 Commercial Street, Mashpee, MA 02649, hereinafter called the “PWTF GRANTEE”, and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the “COUNTY”.

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement in the amount of $377,631.48, which was signed on 8/3/16;

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement Addendum (FY16 Carryforward Funds) in the amount of $2,999.93, which was signed on 8/19/16, and which authorized the expenditure of these FY16 carryforward funds in FY17;

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Partner Agreement between the GRANTEE and the COUNTY to allow for the reduction of the Partner Agreement by the mutually agreed amount of $34,468.93. Except as expressly modified hereby, all terms and conditions outlined in the FY17 Partner Agreement shall continue unamended and in full force and effect in accordance with its terms.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $343,162.55 in FY17 funds from the Grantee’s approved FY17 budget for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from Fiscal Years 15, 16, or 17 of the Prevention Wellness Trust Fund grant may not be carried over for use in FY18/Year 4, as stipulated by the Department of Health (DPH). Any unspent PWTF funds will revert to the DPH, via the Coordinating Partner, for re-distribution in FY18 at the DPH’s discretion.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leo Cakounes (Chair)</td>
<td></td>
</tr>
<tr>
<td>Mary Pat Flynn</td>
<td></td>
</tr>
</tbody>
</table>

GRANTEE

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature

Page 1 of 1
GRANT AGREEMENT

This grant agreement made and entered into as of JULY 1, 2016 by and between COMMUNITY HEALTH CENTER OF CAPE COD having its principal place of business as 107 Commercial Street Mashpee, MA 02649, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows:

WHEREAS, the Massachusetts Department of Public Health (DPH) has awarded funding from the Massachusetts Prevention & Wellness Trust Fund (PWTF) to the Barnstable County Department of Human Services (hereinafter called the COUNTY “COORDINATING PARTNER”) to lead a local partnership of clinical and community providers (GRANTEES) to combat the conditions of Hypertension, Diabetes, and Falls Among Seniors on Cape Cod,

NOW, THEREFORE, the County and Grantee agree as follows:

I. Scope of Services and Contract Exhibits. Under the terms of this Agreement, and with the financial resources herein provided by the Coordinating Partner, the Grantee shall provide the activities outlined in the attached Exhibit A (Scope of Services), in the timeframe and with the deliverables stated in Exhibit B (Contract Conditions and Deliverable Dates) and within the budget set forth in Exhibit C (Grantee Implementation Phase Year 3 Budget).

Monthly Expenditure Reporting by Grantees shall take place via templates supplied by Coordinating Partner, Exhibit D.1. (FY17/Year 3 Implementation Phase funds) and Exhibit D.2. (Any FY 16/Year2 funds that are unexpended by the Grantee, if any), see section III.

Monthly Activity Reporting by Grantees shall take place via sample template supplied by Coordinating Partner, Exhibit D.3. (Monthly Activity Report), see section III.
II. **Period of Performance.** The Grantee shall furnish the services specified in Section I above for the period **JULY 1, 2016 through JUNE 30, 2017.**

III. **Reporting Requirements.** The Grantee shall submit detailed Monthly Activity Reports (Exhibit D.3.) and Monthly Expenditure Reports (Exhibits D.1. and D.2) to the County describing the status of activities and expenditures associated with the Scope of Services (Exhibit A). Reports shall be submitted monthly no later than the last day of the month following the end of the month. (Example: June reports are due no later than July 31st)

There will be separate Monthly Expenditure Reporting (MER) forms for unspent carryover funds and FY17/Year 3 funds. Carryover funds and FY17/Year 3 funds must be tracked and reported on separate forms.

All monthly reports shall be submitted to the Coordinating Partner via email, unless otherwise notified.

Reports will be subject to a quality assurance check conducted by qualified employee(s) of the County, consistent with applicable confidentiality statutes for third-party providers. The County reserves the right to require supplementary back-up material from the Grantee with regard to the activity report and to deem the Grantee's failure to provide the requested documentation as a material breach of the conditions of this grant agreement.

The Grantee is responsible for maintaining all backup documentation for review during site-visits and audits and must-maintain these records in compliance with Massachusetts Chapter 30B regulations.

IV. **Payment Mechanism and Compensation**

The County shall pay the Grantee up to the sum of **$377,631.48** for for the provision of the services specified in Section I above on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.
Unspent funds from Year 1 and/or Year 2 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds. The payment mechanism of unspent carryover funds from Year 1 and/or Year 2 will follow the same guidelines as FY17/Year 3 funds, outlined below.

The Grantee will receive payment through Cost Reimbursement. The Grantee shall submit Invoices for payment, using an invoice form to be provided by the Coordinating Partner. Invoices must also be submitted with both the Monthly Expenditure Reports (MER) and Monthly Activity Reports (ACR). Invoices submitted without supporting reports will not be paid until the reports are received.

Invoices for reimbursement may be submitted monthly, but must be submitted no less than quarterly, as follows:

- Quarterly Invoice 1 due no later than 10/31/16
- Quarterly Invoice 2 due no later than 1/31/17
- Quarterly Invoice 3 due no later than 4/28/2017
- Quarterly Invoice 4 due no later than 7/31/2017

Documentation evidencing expenditure of these funds shall consist of the Monthly Activity Reports and Expenditure Reports referenced in Section III of the Grant Agreement. Invoices for payment shall be approved by the Coordinating Partner following approval of the monthly reports.

*Once approved, invoices will take between 2 and 3 weeks to process depending on date of arrival, staff leave, and holidays.

In order to ensure that the Grantee has operating cash available while awaiting reimbursement:

- If the Grantee has reduced, or will reduce, the unexpended balance of all PWTF carry forward funds from Year 1 and Year 2 through to less than one-twelfth (1 month) of their FY17/Year 3 budget.
• Then they may request pre-payment of the anticipated costs of one-month of their 
  FY17/Year3 budget, or as mutually agreed, based upon necessity.
• Prepayment invoices may be submitted for approval up to one month in advance.

IV. Monitoring. The Grantee further agrees to have its staff and/or board members meet with 
the County’s Human Services Director or her designee from time to time upon reasonable 
request to discuss services provided under this Grant Agreement. Additionally Barnstable 
County as the pass-through entity may conduct, with advance notice, a fiscal site visit.

V. Contract Termination. The County, acting autonomously, or in consultation with the 
DPH, may suspend or terminate this Agreement by providing the Grantee with ten (10) days 
written notice for the reasons outlined as follows: (a) failure of the Grantee, for any reason, 
to fulfill in a timely and proper manner its obligations under this Grant Agreement; (b) 
violation of the provisions of this Grant Agreement by the Grantee; (c) a determination by 
the Grantor that the Grantee has engaged in fraud, waste, mismanagement, misuse of funds, 
or criminal activity with any funds provided by the Grant Agreement.

VI. Assignment. The Grantee shall not make any assignment of this Grant Agreement without 
the prior written approval of the County.

VII. Amendments. All amendments to the provisions specified in this Grant Agreement can 
only occur when mutually agreed upon by the County and the Grantee. Further, such 
amendments shall be in writing and signed by officials with the authority to bind the parties.

VIII. Appropriation. This agreement is subject to appropriation for and receipt of funds by the 
PWTF Trust Fund and the Massachusetts Department of Public Health (DPH) for 
distribution to the Coordinating Partner.
IX. **Indemnification.** The Grantee hereby agrees to indemnify and hold harmless the County from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this agreement, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Grantee.

X. **Non-Discrimination.** No person shall, on the grounds of race, color, national origin, age, sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form. Additionally, the Americans with Disabilities Act of 1990 (42 U.S.C. 1201 et seq.) prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. By entering into this agreement with the County, the Grantee assures the County that it complies with the Americans with Disabilities Act and does not discriminate against the disabled. The Grantee shall also include this requirement in any agreements entered into with any subcontractors associated with the permitted use.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)  
Sheila Lyons (Vice Chair)  
Leo Lazouras (Commissioner)

Date  
Date  
Date

GRANTEE

Karen L. Gardner  

Date  

Authorized Signature

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this ____ day of June, 2016.

Karen L. Gardner, CEO

Signature of Individual or Corporate Officer:

Social Security or Federal Identification Number:
PWTF PARTNER AGREEMENT ADDENDUM –
FY16 CARRYFORWARD FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of July 1, 2016, by and between COMMUNITY HEALTH CENTER OF CAPE COD having its principal place of business as 107 Commercial Street Mashpee, MA 02649, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $2,999.93 in carryforward funds that were unspent from the Grantee’s approved FY16 budget for or for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.
BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)  Date

Sheila Lyons (Vice Chair)  Date

Leo Cakounes (Commissioner)  Date

GRANTEE

Name  Date

Authorized Signature

John T. Yunits, County Administrator
PWTF PARTNER AGREEMENT ADDENDUM –
FY17 FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of May 1, 2017, by
and between DUFFY HEALTH CENTER having its principal place of business as 94 Main Street,
Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a
public instrumentality of the Commonwealth of Massachusetts having its principal place of business
as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement in the amount
of $285,722.56, which was signed on 8/3/16;

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement Addendum
(FY16 Carryforward Funds) in the amount of $303.15, which was signed on 8/19/16, and which
authorized the expenditure of these FY16 carryforward funds in FY17;

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into
this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND
(PWTF) FY17 Partner Agreement between the GRANTEE and the COUNTY to allow for the reduction
of the Partner Agreement by the mutually agreed amount of $86,583.15. Except as expressly modified
hereby, all terms and conditions outlined in the FY17 Partner Agreement shall continue unamended
and in full force and effect in accordance with its terms.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $199,139.41 in FY17 funds from the
Grantee’s approved FY17 budget for the provision of the services specified in Section
I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of
funds by DPH to the Coordinating Partner.

Unspent funds from Fiscal Years 15, 16, or 17 of the Prevention Wellness Trust Fund grant
may not be carried over for use in FY18/Year 4, as stipulated by the Department of Health
(DPH). Any unspent PWTF funds will revert to the DPH, via the Coordinating Partner, for
re-distribution in FY18 at the DPH’s discretion.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes (Chair)                                 Date

Mary Pat Flynn (Commissioner)                       Date

Ronald Beaty (Commissioner)                        Date

GRANTEE

HEIDI NELSON                                      04/26/17
Name                                               Date

HEIDI R. NELSON                                    Authorized Signature
GRANT AGREEMENT

This grant agreement made and entered into as of JULY 1, 2016 by and between **DUFFY HEALTH CENTER** having its principal place of business as 94 Main Street, Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the **County of Barnstable**, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows:

WHEREAS, the Massachusetts Department of Public Health (DPH) has awarded funding from the Massachusetts Prevention & Wellness Trust Fund (PWTF) to the Barnstable County Department of Human Services (hereinafter called the COUNTY “COORDINATING PARTNER”) to lead a local partnership of clinical and community providers (GRANTEES) to combat the conditions of Hypertension, Diabetes, and Falls Among Seniors on Cape Cod,

NOW, THEREFORE, the County and Grantee agree as follows:

I. Scope of Services and Contract Exhibits. Under the terms of this Agreement, and with the financial resources herein provided by the Coordinating Partner, the Grantee shall provide the activities outlined in the attached Exhibit A (Scope of Services), in the timeframe and with the deliverables stated in Exhibit B (Contract Conditions and Deliverable Dates) and within the budget set forth in Exhibit C (Grantee Implementation Phase Year 3 Budget).

Monthly Expenditure Reporting by Grantees shall take place via templates supplied by Coordinating Partner, Exhibit D.1. (FY17/Year 3 Implementation Phase funds) and Exhibit D.2. (Any FY 16/Year2 funds that are unexpended by the Grantee, if any), see section III.

Monthly Activity Reporting by Grantees shall take place via sample template supplied by Coordinating Partner, Exhibit D.3. (Monthly Activity Report), see section III.
II. **Period of Performance.** The Grantee shall furnish the services specified in Section I above for the period **JULY 1, 2016 through JUNE 30, 2017.**

III. **Reporting Requirements.** The Grantee shall submit detailed Monthly Activity Reports (Exhibit D.3.) and Monthly Expenditure Reports (Exhibits D.1. and D.2) to the County describing the status of activities and expenditures associated with the Scope of Services (Exhibit A). Reports shall be submitted monthly no later than the last day of the month following the end of the month. (Example: June reports are due no later than July 31st)

There will be separate Monthly Expenditure Reporting (MER) forms for unspent carryover funds and FY17/Year 3 funds. Carryover funds and FY17/Year 3 funds must be tracked and reported on separate forms.

All monthly reports shall be submitted to the Coordinating Partner via email, unless otherwise notified.

Reports will be subject to a quality assurance check conducted by qualified employee(s) of the County, consistent with applicable confidentiality statutes for third-party providers. The County reserves the right to require supplementary back-up material from the Grantee with regard to the activity report and to deem the Grantee's failure to provide the requested documentation as a material breach of the conditions of this grant agreement.

The Grantee is responsible for maintaining all backup documentation for review during site-visits and audits and must-maintain these records in compliance with Massachusetts Chapter 30B regulations.

IV. **Payment Mechanism and Compensation**

The County shall pay the Grantee up to the sum of **$285,722.53** for for the provision of the services specified in Section I above on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.
Unspent funds from Year 1 and/or Year 2 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds. The payment mechanism of unspent carryover funds from Year 1 and/or Year 2 will follow the same guidelines as FY17/Year 3 funds, outlined below.

The Grantee will receive payment through Cost Reimbursement. The Grantee shall submit invoices for payment, using an invoice form to be provided by the Coordinating Partner. Invoices must also be submitted with both the Monthly Expenditure Reports (MER) and Monthly Activity Reports (ACR). Invoices submitted without supporting reports will not be paid until the reports are received.

Invoices for reimbursement may be submitted monthly, but must be submitted no less than quarterly, as follows:

- Quarterly Invoice 1 due no later than 10/31/16
- Quarterly Invoice 2 due no later than 1/31/17
- Quarterly Invoice 3 due no later than 4/28/2017
- Quarterly Invoice 4 due no later than 7/31/2017

Documentation evidencing expenditure of these funds shall consist of the Monthly Activity Reports and Expenditure Reports referenced in Section III of the Grant Agreement. Invoices for payment shall be approved by the Coordinating Partner following approval of the monthly reports.

*Once approved, invoices will take between 2 and 3 weeks to process depending on date of arrival, staff leave, and holidays.

In order to ensure that the Grantee has operating cash available while awaiting reimbursement:

- If the Grantee has reduced, or will reduce, the unexpended balance of all PWTF carry forward funds from Year 1 and Year 2 through to less than one-twelfth (1 month) of their FY17/Year 3 budget.
Then they may request pre-payment of the anticipated costs of one-month of their FY17/Year3 budget, or as mutually agreed, based upon necessity.

Prepayment invoices may be submitted for approval up to one month in advance.

IV. Monitoring. The Grantee further agrees to have its staff and/or board members meet with the County’s Human Services Director or her designee from time to time upon reasonable request to discuss services provided under this Grant Agreement. Additionally Barnstable County as the pass-through entity may conduct, with advance notice, a fiscal site visit.

V. Contract Termination. The County, acting autonomously, or in consultation with the DPH, may suspend or terminate this Agreement by providing the Grantee with ten (10) days written notice for the reasons outlined as follows: (a) failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Grant Agreement; (b) violation of the provisions of this Grant Agreement by the Grantee; (c) a determination by the Grantor that the Grantee has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by the Grant Agreement.

VI. Assignment. The Grantee shall not make any assignment of this Grant Agreement without the prior written approval of the County.

VII. Amendments. All amendments to the provisions specified in this Grant Agreement can only occur when mutually agreed upon by the County and the Grantee. Further, such amendments shall be in writing and signed by officials with the authority to bind the parties.

VIII. Appropriation. This agreement is subject to appropriation for and receipt of funds by the PWTF Trust Fund and the Massachusetts Department of Public Health (DPH) for distribution to the Coordinating Partner.

IX. Indemnification. The Grantee hereby agrees to indemnify and hold harmless the County from any and all claims, damages, losses and expenses (including attorney's fees) arising out
of the performance of this agreement, when such claims, damages, losses and expenses are
caused by the negligent acts, errors or omissions of the Grantee.

X. **Non-Discrimination.** No person shall, on the grounds of race, color, national origin, age,
sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be
subjected to discrimination in any form. Additionally, the Americans with Disabilities Act
of 1990 (42 U.S.C. 1201 et seq.) prohibits discrimination against disabled individuals in
private and public employment, public accommodations, public transportation, government
services, and telecommunications. By entering into this agreement with the County, the
Grantee assures the County that it complies with the Americans with Disabilities Act and
does not discriminate against the disabled. The Grantee shall also include this requirement
in any agreements entered into with any subcontractors associated with the permitted use.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)  Date

Sheila Lyons (Vice Chair)  Date

Leo Cakounes (Commissioner)  Date

GRANTEE

HEIDI NELSON  7/11/16

Name  Date

Authorized Signature

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this 15th day of JUNE, 2016.

AUFFY HEALTH CENTER

Printed Name of Individual or Corporation:

HEIDI NELSON, CEO

Name and Title of Corporate Officer (if applicable):

Authorized Signature:

04/3373741

Social Security or Federal Identification Number:
PWTF PARTNER AGREEMENT ADDENDUM –
FY16 CARRYFORWARD FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of July 1, 2016, by and between DUFFY HEALTH CENTER having its principal place of business as 94 Main Street, Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $303.15 in carryforward funds that were unspent from the Grantee’s approved FY16 budget for for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/ Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/ Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.

Page 1 of 2
Mary Pat Flynn (Chair)  
Sheila Lyons (Vice Chair)  
Leo Cakounes (Commissioner)  

Date  
Date  
Date  

John T. Yunits, County Administrator
PWTF PARTNER AGREEMENT ADDENDUM –
FY17 FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of May 1, 2017, by and between HARBOR COMMUNITY HEALTH CENTER–HYANNIS having its principal place of business as 735 Attucks Ln, Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement in the amount of $252,045.30, which was signed on 8/3/16;

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement Addendum (FY16 Carryforward Funds) in the amount of $6,858.60, which was signed on 8/19/16, and which authorized the expenditure of these FY16 carryforward funds in FY17;

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Partner Agreement between the GRANTEE and the COUNTY to allow for the reduction of the Partner Agreement by the mutually agreed amount of $8,166.00. Except as expressly modified hereby, all terms and conditions outlined in the FY17 Partner Agreement shall continue unamended and in full force and effect in accordance with its terms.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $243,879.30 in FY17 funds from the Grantee’s approved FY17 budget for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from Fiscal Years 15, 16, or 17 of the Prevention Wellness Trust Fund grant may not be carried over for use in FY18/Year 4, as stipulated by the Department of Health (DPH). Any unspent PWTF funds will will revert to the DPH, via the Coordinating Partner, for re-distribution in FY18 at the DPH’s discretion.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes (Chair) \[\text{Date}\]

Mary Pat Flynn (Commissioner) \[\text{Date}\]

GRANTEE

Nancy Bucken \[\text{Name}\] \[\text{5/15/17}\] \[\text{Date}\]

Authorized Signature

RONALD BEATY (COMMISSIONER) \[\text{Date}\] Page 1 of 1
GRANT AGREEMENT

This grant agreement made and entered into as of JULY 1, 2016 by and between HARBOR HEALTH SERVICES, HYANNIS having its principal place of business as 735 Attucks Lane, Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows:

WHEREAS, the Massachusetts Department of Public Health (DPH) has awarded funding from the Massachusetts Prevention & Wellness Trust Fund (PWTF) to the Barnstable County Department of Human Services (hereinafter called the COUNTY “COORDINATING PARTNER”) to lead a local partnership of clinical and community providers (GRANTEES) to combat the conditions of Hypertension, Diabetes, and Falls Among Seniors on Cape Cod,

NOW, THEREFORE, the County and Grantee agree as follows:

I. Scope of Services and Contract Exhibits. Under the terms of this Agreement, and with the financial resources herein provided by the Coordinating Partner, the Grantee shall provide the activities outlined in the attached Exhibit A (Scope of Services), in the timeframe and with the deliverables stated in Exhibit B (Contract Conditions and Deliverable Dates) and within the budget set forth in Exhibit C (Grantee Implementation Phase Year 3 Budget).

Monthly Expenditure Reporting by Grantees shall take place via templates supplied by Coordinating Partner, Exhibit D.1. (FY17/Year 3 Implementation Phase funds) and Exhibit D.2. (Any FY16/Year2 funds that are unexpended by the Grantee, if any), see section III.

Monthly Activity Reporting by Grantees shall take place via sample template supplied by Coordinating Partner, Exhibit D.3. (Monthly Activity Report), see section III.
II. **Period of Performance.** The Grantee shall furnish the services specified in Section I above for the period **JULY 1, 2016 through JUNE 30, 2017.**

III. **Reporting Requirements.** The Grantee shall submit detailed Monthly Activity Reports (Exhibit D.3.) and Monthly Expenditure Reports (Exhibits D.1. and D.2) to the County describing the status of activities and expenditures associated with the Scope of Services (Exhibit A). Reports shall be submitted monthly no later than the last day of the month following the end of the month. (Example: June reports are due no later than July 31st)

There will be separate Monthly Expenditure Reporting (MER) forms for unspent carryover funds and FY17/Year 3 funds. Carryover funds and FY17/Year 3 funds must be tracked and reported on separate forms.

All monthly reports shall be submitted to the Coordinating Partner via email, unless otherwise notified.

Reports will be subject to a quality assurance check conducted by qualified employee(s) of the County, consistent with applicable confidentiality statutes for third-party providers. The County reserves the right to require supplementary back-up material from the Grantee with regard to the activity report and to deem the Grantee's failure to provide the requested documentation as a material breach of the conditions of this grant agreement.

The Grantee is responsible for maintaining all backup documentation for review during site-visits and audits and must-maintain these records in compliance with Massachusetts Chapter 30B regulations.

IV. **Payment Mechanism and Compensation**

The County shall pay the Grantee up to the sum of **$252,045.30** for the provision of the services specified in Section I above on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.
Unspent funds from Year 1 and/or Year 2 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds. The payment mechanism of unspent carryover funds from Year 1 and/or Year 2 will follow the same guidelines as FY17/Year 3 funds, outlined below.

The Grantee will receive payment through Cost Reimbursement. The Grantee shall submit Invoices for payment, using an invoice form to be provided by the Coordinating Partner. Invoices must also be submitted with both the Monthly Expenditure Reports (MER) and Monthly Activity Reports (ACR). Invoices submitted without supporting reports will not be paid until the reports are received.

Invoices for reimbursement may be submitted monthly, but must be submitted no less than quarterly, as follows:

- Quarterly Invoice 1 due no later than 10/31/16
- Quarterly Invoice 2 due no later than 1/31/17
- Quarterly Invoice 3 due no later than 4/28/2017
- Quarterly Invoice 4 due no later than 7/31/2017

Documentation evidencing expenditure of these funds shall consist of the Monthly Activity Reports and Expenditure Reports referenced in Section III of the Grant Agreement. Invoices for payment shall be approved by the Coordinating Partner following approval of the monthly reports.

*Once approved, invoices will take between 2 and 3 weeks to process depending on date of arrival, staff leave, and holidays.

In order to ensure that the Grantee has operating cash available while awaiting reimbursement:

- If the Grantee has reduced, or will reduce, the unexpended balance of all PWTF carry forward funds from Year 1 and Year 2 through to less than one-twelfth (1 month) of their FY17/Year 3 budget.
Then they may request pre-payment of the anticipated costs of one-month of their FY17/Year3 budget, or as mutually agreed, based upon necessity.

Prepayment invoices may be submitted for approval up to one month in advance.

IV. Monitoring. The Grantee further agrees to have its staff and/or board members meet with the County's Human Services Director or her designee from time to time upon reasonable request to discuss services provided under this Grant Agreement. Additionally Barnstable County as the pass-through entity may conduct, with advance notice, a fiscal site visit.

V. Contract Termination. The County, acting autonomously, or in consultation with the DPH, may suspend or terminate this Agreement by providing the Grantee with ten (10) days written notice for the reasons outlined as follows: (a) failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Grant Agreement; (b) violation of the provisions of this Grant Agreement by the Grantee; (c) a determination by the Grantor that the Grantee has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by the Grant Agreement.

VI. Assignment. The Grantee shall not make any assignment of this Grant Agreement without the prior written approval of the County.

VII. Amendments. All amendments to the provisions specified in this Grant Agreement can only occur when mutually agreed upon by the County and the Grantee. Further, such amendments shall be in writing and signed by officials with the authority to bind the parties.

VIII. Appropriation. This agreement is subject to appropriation for and receipt of funds by the PWTF Trust Fund and the Massachusetts Department of Public Health (DPH) for distribution to the Coordinating Partner.

IX. Indemnification. The Grantee hereby agrees to indemnify and hold harmless the County from any and all claims, damages, losses and expenses (including attorney's fees) arising out
of the performance of this agreement, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Grantee.

X. **Non-Discrimination.** No person shall, on the grounds of race, color, national origin, age, sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form. Additionally, the Americans with Disabilities Act of 1990 (42 U.S.C. 1201 et seq.) prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. By entering into this agreement with the County, the Grantee assures the County that it complies with the Americans with Disabilities Act and does not discriminate against the disabled. The Grantee shall also include this requirement in any agreements entered into with any subcontractors associated with the permitted use.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)  
Sheila Lyons (Vice Chair)  
Leo Cakounes (Commissioner)

Date  
Date  
Date

GRANTEE

Nancy Bucken 7/15/16

Name  
Authorized Signature

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this _____ day of JUNE, 2016.

Harbor Health Services, Inc.  
Printed Name of Individual or Corporation:

Daniel Driscoll, CEO

Name and Title of Corporate Officer (if applicable):

Signature of Individual or Corporate Officer:

23-7100550

Social Security or Federal Identification Number:
THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of July 1, 2016, by and between HARBOUR HEALTH SERVICES, HYANNIS having its principal place of business as 735 Attucks Lane, Hyannis, MA 02601, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $6,858.60 in carryforward funds that were unspent from the Grantee’s approved FY16 budget for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/ Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/ Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.
Mary Pat Flynn (Chair)  

Sheila Lyons (Vice Chair)  

Leo Cakounes (Commissioner)  

Nancy Peckham  

Name  

Date  

Authorized Signature  

John T. Yunits, County Administrator
PWTF PARTNER AGREEMENT ADDENDUM – FY17 FUNDS

THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of May 1, 2017, by and between HEALTHY LIVING CAPE COD COALITION having its principal place of business as c/o Cape Cod Foundation, 259 Willow Street, Yarmouthport, MA 02675, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the 'COUNTY'.

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement in the amount of $211,008.33, which was signed on 8/3/16;

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement Addendum (FY16 Carryforward Funds) in the amount of $2,937.35, which was signed on 8/19/16, and which authorized the expenditure of these FY16 carryforward funds in FY17;

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Partner Agreement between the GRANTEE and the COUNTY to allow for the reduction of the Partner Agreement by the mutually agreed amount of $5,008.35. Except as expressly modified hereby, all terms and conditions outlined in the FY17 Partner Agreement shall continue unamended and in full force and effect in accordance with its terms.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $205,999.98 in FY17 funds from the Grantee’s approved FY17 budget for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from Fiscal Years 15, 16, or 17 of the Prevention Wellness Trust Fund grant may not be carried over for use in FY18/Year 4, as stipulated by the Department of Health (DPH). Any unspent PWTF funds will revert to the DPH, via the Coordinating Partner, for re-distribution in FY18 at the DPH’s discretion.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS           GRANTEE

Leo Cakounes (Chair)                        Ellen W. McDermott, Date 5/3/17
                                      Name Mary Devlin, Date 5/3/17

Mary Pat Flynn (Commissioner) Date

Ronald Beaty (Commissioner) Date

Page 1 of 1
GRANT AGREEMENT

This grant agreement made and entered into as of JULY 1, 2016 by and between HEALTHY LIVING CAPE COD COALITION (formerly called My Life My Health Cape Cod Coalition) having its principal place of business as c/o Cape Cod Foundation, 259 Willow Street, Yarmouthport, MA, 02675, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows:

WHEREAS, the Massachusetts Department of Public Health (DPH) has awarded funding from the Massachusetts Prevention & Wellness Trust Fund (PWTF) to the Barnstable County Department of Human Services (hereinafter called the COUNTY “COORDINATING PARTNER”) to lead a local partnership of clinical and community providers (GRANTEES) to combat the conditions of Hypertension, Diabetes, and Falls Among Seniors on Cape Cod,

NOW, THEREFORE, the County and Grantee agree as follows:

I. Scope of Services and Contract Exhibits. Under the terms of this Agreement, and with the financial resources herein provided by the Coordinating Partner, the Grantee shall provide the activities outlined in the attached Exhibit A (Scope of Services), in the timeframe and with the deliverables stated in Exhibit B (Contract Conditions and Deliverable Dates) and within the budget set forth in Exhibit C (Grantee Implementation Phase Year 3 Budget).

Monthly Expenditure Reporting by Grantees shall take place via templates supplied by Coordinating Partner, Exhibit D.1. (FY17/Year 3 Implementation Phase funds) and Exhibit D.2. (Any FY 16/Year2 funds that are unexpended by the Grantee, if any), see section III.
Monthly Activity Reporting by Grantees shall take place via sample template supplied by Coordinating Partner, Exhibit D.3. (Monthly Activity Report), see section III.

II. **Period of Performance.** The Grantee shall furnish the services specified in Section I above for the period **JULY 1, 2016 through JUNE 30, 2017.**

III. **Reporting Requirements.** The Grantee shall submit detailed Monthly Activity Reports (Exhibit D.3.) and Monthly Expenditure Reports (Exhibits D.1. and D.2) to the County describing the status of activities and expenditures associated with the Scope of Services (Exhibit A). Reports shall be submitted monthly no later than the last day of the month following the end of the month. (Example: June reports are due no later than July 31st)

There will be separate Monthly Expenditure Reporting (MER) forms for unspent carryover funds and FY17/Year 3 funds. Carryover funds and FY17/Year 3 funds must be tracked and reported on separate forms.

All monthly reports shall be submitted to the Coordinating Partner via email, unless otherwise notified.

Reports will be subject to a quality assurance check conducted by qualified employee(s) of the County, consistent with applicable confidentiality statutes for third-party providers. The County reserves the right to require supplementary back-up material from the Grantee with regard to the activity report and to deem the Grantee's failure to provide the requested documentation as a material breach of the conditions of this grant agreement.

The Grantee is responsible for maintaining all backup documentation for review during site-visits and audits and must-maintain these records in compliance with Massachusetts Chapter 30B regulations.

**IV. Payment Mechanism and Compensation**
The County shall pay the Grantee up to the sum of $211,008.33 for the provision of the services specified in Section I above on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from Year 1 and/or Year 2 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds. The payment mechanism of unspent carryover funds from Year 1 and/or Year 2 will follow the same guidelines as FY17/Year 3 funds, outlined below.

The Grantee will receive payment through Cost Reimbursement. The Grantee shall submit Invoices for payment, using an invoice form to be provided by the Coordinating Partner. Invoices must also be submitted with both the Monthly Expenditure Reports (MER) and Monthly Activity Reports (ACR). Invoices submitted without supporting reports will not be paid until the reports are received.

Invoices for reimbursement may be submitted monthly, but must be submitted no less than quarterly, as follows:

- Quarterly Invoice 1 due no later than 10/31/16
- Quarterly Invoice 2 due no later than 1/31/17
- Quarterly Invoice 3 due no later than 4/28/2017
- Quarterly Invoice 4 due no later than 7/31/2017

Documentation evidencing expenditure of these funds shall consist of the Monthly Activity Reports and Expenditure Reports referenced in Section III of the Grant Agreement. Invoices for payment shall be approved by the Coordinating Partner following approval of the monthly reports.

*Once approved, invoices will take between 2 and 3 weeks to process depending on date of arrival, staff leave, and holidays.

In order to ensure that the Grantee has operating cash available while awaiting reimbursement:
• If the Grantee has reduced, or will reduce, the unexpended balance of all PWTF carry forward funds from Year 1 and Year 2 through to less than one-twelfth (1 month) of their FY17/Year 3 budget.
• Then they may request pre-payment of the anticipated costs of one-month of their FY17/Year 3 budget, or as mutually agreed, based upon necessity.
• Prepayment invoices may be submitted for approval up to one month in advance.

IV. Monitoring. The Grantee further agrees to have its staff and/or board members meet with the County’s Human Services Director or her designee from time to time upon reasonable request to discuss services provided under this Grant Agreement. Additionally Barnstable County as the pass-through entity may conduct, with advance notice, a fiscal site visit.

V. Contract Termination. The County, acting autonomously, or in consultation with the DPH, may suspend or terminate this Agreement by providing the Grantee with ten (10) days written notice for the reasons outlined as follows: (a) failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Grant Agreement; (b) violation of the provisions of this Grant Agreement by the Grantee; (c) a determination by the Grantor that the Grantee has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by the Grant Agreement.

VI. Assignment. The Grantee shall not make any assignment of this Grant Agreement without the prior written approval of the County.

VII. Amendments. All amendments to the provisions specified in this Grant Agreement can only occur when mutually agreed upon by the County and the Grantee. Further, such amendments shall be in writing and signed by officials with the authority to bind the parties.

VIII. Appropriation. This agreement is subject to appropriation for and receipt of funds by the PWTF Trust Fund and the Massachusetts Department of Public Health (DPH) for distribution to the Coordinating Partner.
IX. **Indemnification.** The Grantee hereby agrees to indemnify and hold harmless the County from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this agreement, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Grantee.

X. **Non-Discrimination.** No person shall, on the grounds of race, color, national origin, age, sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form. Additionally, the Americans with Disabilities Act of 1990 (42 U.S.C. 1201 et seq.) prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. By entering into this agreement with the County, the Grantee assures the County that it complies with the Americans with Disabilities Act and does not discriminate against the disabled. The Grantee shall also include this requirement in any agreements entered into with any subcontractors associated with the permitted use.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair) Date 8/31/16
Sheila Lyons (Vice Chair) Date 8/31/16
Leo Cakounes (Commissioner) Date

GRANTEE

Healthy Living Cape Cod
Mary Devlin, Cochair 7/19/16
Ellen McDonough

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this 21st day of JUNE, 2016.

Cape Cod Foundation, Inc.
Printed Name of Individual or Corporation:

Kathleen O'Malley, Executive Director
Name and Title of Corporate Officer (if applicable):

Signature of Individual or Corporate Officer:

51-0140462
Social Security or Federal Identification Number:
THIS ADDENDUM TO PARTNER AGREEMENT is entered into and effective as of July 1, 2016, by and between HEALTHY LIVING CAPE COD COALITION (formerly called My Life My Health Cape Cod Coalition) having its principal place of business as c/o Cape Cod Foundation, 259 Willow Street, Yarmouthport, MA, 02675, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $2,937.35 in carryforward funds that were unspent from the Grantee’s approved FY16 budget for for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/ Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/ Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.
BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)   Date

Sheila Lyons (Vice Chair)  Date

Leo Cakounes (Commissioner)  Date

GRANTEE

Healthy Living CAPE COD

Mary Devlin
Name

Date

Authorised Signature

Ellen McDonough
Signature

Administrator

Page 2 of 2
This addendum to partner agreement is entered into and effective as of May 1, 2017, by and between YMCA of Cape Cod having its principal place of business as 2245 Iyanough Rd, West Barnstable, MA 02668, hereinafter called the "PWTF grantee", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement in the amount of $116,642.58, which was signed on 8/3/16;

WHEREAS, the COUNTY and the GRANTEE have in force a FY17 Partner Agreement Addendum (FY16 Carryforward Funds) in the amount of $35,350.67, which was signed on 8/19/16 and which authorized the expenditure of these FY16 carryforward funds in FY17;

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Partner Agreement between the GRANTEE and the COUNTY to allow for the reduction of the Partner Agreement by the mutually agreed amount of $35,350.67. Except as expressly modified hereby, all terms and conditions outlined in the FY17 Partner Agreement shall continue unamended and in full force and effect in accordance with its terms.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $81,291.91 in FY17 funds from the Grantee’s approved FY17 budget for the provision of the services specified in section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from Fiscal Years 15, 16, or 17 of the Prevention Wellness Trust Fund grant may not be carried over for use in FY18/Year 4, as stipulated by the Department of Health (DPH). Any unspent PWTF funds will revert to the DPH, via the Coordinating Partner, for re-distribution in FY18 at the DPH’s discretion.

All other terms and conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leo Cakounes (Chair)</td>
<td></td>
</tr>
<tr>
<td>Mary Pat Flynn (Commissioner)</td>
<td></td>
</tr>
<tr>
<td>Ronald Beaty (Commissioner)</td>
<td></td>
</tr>
</tbody>
</table>

GRANTEE

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacie Peugh</td>
<td>4/28/17</td>
</tr>
</tbody>
</table>

Authorized Signature

President & CEO
GRANT AGREEMENT

This grant agreement made and entered into as of JULY 1, 2016 by and between YMCA CAPE COD having its principal place of business as 2245 Iyannough Road, West Barnstable, MA 02668, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WITNESSETH, that the GRANTEE and the COUNTY for the consideration hereinafter named agree as follows:

WHEREAS, the Massachusetts Department of Public Health (DPH) has awarded funding from the Massachusetts Prevention & Wellness Trust Fund (PWTF) to the Barnstable County Department of Human Services (hereinafter called the COUNTY “COORDINATING PARTNER”) to lead a local partnership of clinical and community providers (GRANTEES) to combat the conditions of Hypertension, Diabetes, and Falls Among Seniors on Cape Cod,

NOW, THEREFORE, the County and Grantee agree as follows:

I. Scope of Services and Contract Exhibits. Under the terms of this Agreement, and with the financial resources herein provided by the Coordinating Partner, the Grantee shall provide the activities outlined in the attached Exhibit A (Scope of Services), in the timeframe and with the deliverables stated in Exhibit B (Contract Conditions and Deliverable Dates) and within the budget set forth in Exhibit C (Grantee Implementation Phase Year 3 Budget).

Monthly Expenditure Reporting by Grantees shall take place via templates supplied by Coordinating Partner, Exhibit D.1. (FY17/Year 3 Implementation Phase funds) and Exhibit D.2. (Any FY 16/Year2 funds that are unexpended by the Grantee, if any), see section III.

Monthly Activity Reporting by Grantees shall take place via sample template supplied by Coordinating Partner, Exhibit D.3. (Monthly Activity Report), see section III.
II. **Period of Performance.** The Grantee shall furnish the services specified in Section I above for the period **JULY 1, 2016 through JUNE 30, 2017.**

III. **Reporting Requirements.** The Grantee shall submit detailed Monthly Activity Reports (Exhibit D.3.) and Monthly Expenditure Reports (Exhibits D.1. and D.2) to the County describing the status of activities and expenditures associated with the Scope of Services (Exhibit A). Reports shall be submitted monthly no later than the last day of the month following the end of the month. (Example: June reports are due no later than July 31st)

There will be separate Monthly Expenditure Reporting (MER) forms for unspent carryover funds and FY17/Year 3 funds. Carryover funds and FY17/Year 3 funds **must** be tracked and reported on separate forms.

All monthly reports shall be submitted to the Coordinating Partner via email, unless otherwise notified.

Reports will be subject to a quality assurance check conducted by qualified employee(s) of the County, consistent with applicable confidentiality statutes for third-party providers. The County reserves the right to require supplementary back-up material from the Grantee with regard to the activity report and to deem the Grantee's failure to provide the requested documentation as a material breach of the conditions of this grant agreement.

The Grantee is responsible for maintaining all backup documentation for review during site-visits and audits and must-maintain these records in compliance with Massachusetts Chapter 30B regulations.

IV. **Payment Mechanism and Compensation**

The County shall pay the Grantee up to the sum of **$116,642.58** for the provision of the services specified in Section I above on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.
Unspent funds from Year 1 and/or Year 2 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/Year 3 funds. The payment mechanism of unspent carryover funds from Year 1 and/or Year 2 will follow the same guidelines as FY17/Year 3 funds, outlined below.

The Grantee will receive payment through Cost Reimbursement. The Grantee shall submit Invoices for payment, using an invoice form to be provided by the Coordinating Partner. Invoices must also be submitted with both the Monthly Expenditure Reports (MER) and Monthly Activity Reports (ACR). Invoices submitted without supporting reports will not be paid until the reports are received.

Invoices for reimbursement may be submitted monthly, but must be submitted no less than quarterly, as follows:

- Quarterly Invoice 1 due no later than 10/31/16
- Quarterly Invoice 2 due no later than 1/31/17
- Quarterly Invoice 3 due no later than 4/28/2017
- Quarterly Invoice 4 due no later than 7/31/2017

Documentation evidencing expenditure of these funds shall consist of the Monthly Activity Reports and Expenditure Reports referenced in Section III of the Grant Agreement. Invoices for payment shall be approved by the Coordinating Partner following approval of the monthly reports.

*Once approved, invoices will take between 2 and 3 weeks to process depending on date of arrival, staff leave, and holidays.

In order to ensure that the Grantee has operating cash available while awaiting reimbursement:

- If the Grantee has reduced, or will reduce, the unexpended balance of all PWTF carry forward funds from Year 1 and Year 2 through to less than one-twelfth (1 month) of their FY17/Year 3 budget.
• **Then** they may request pre-payment of the anticipated costs of one-month of their FY17/Year3 budget, or as mutually agreed, based upon necessity.

• Prepayment invoices may be submitted for approval up to one month in advance.

IV. **Monitoring.** The Grantee further agrees to have its staff and/or board members meet with the County’s Human Services Director or her designee from time to time upon reasonable request to discuss services provided under this Grant Agreement. Additionally Barnstable County as the pass-through entity may conduct, with advance notice, a fiscal site visit.

V. **Contract Termination.** The County, acting autonomously, or in consultation with the DPH, may suspend or terminate this Agreement by providing the Grantee with ten (10) days written notice for the reasons outlined as follows: (a) failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Grant Agreement; (b) violation of the provisions of this Grant Agreement by the Grantee; (c) a determination by the Grantor that the Grantee has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by the Grant Agreement.

VI. **Assignment.** The Grantee shall not make any assignment of this Grant Agreement without the prior written approval of the County.

VII. **Amendments.** All amendments to the provisions specified in this Grant Agreement can only occur when mutually agreed upon by the County and the Grantee. Further, such amendments shall be in writing and signed by officials with the authority to bind the parties.

VIII. **Appropriation.** This agreement is subject to appropriation for and receipt of funds by the PWTF Trust Fund and the Massachusetts Department of Public Health (DPH) for distribution to the Coordinating Partner.

IX. **Indemnification.** The Grantee hereby agrees to indemnify and hold harmless the County from any and all claims, damages, losses and expenses (including attorney's fees) arising out
of the performance of this agreement, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Grantee.

X. **Non-Discrimination.** No person shall, on the grounds of race, color, national origin, age, sex or sexual orientation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form. Additionally, the Americans with Disabilities Act of 1990 (42 U.S.C. 1201 et seq.) prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. By entering into this agreement with the County, the Grantee assures the County that it complies with the Americans with Disabilities Act and does not discriminate against the disabled. The Grantee shall also include this requirement in any agreements entered into with any subcontractors associated with the permitted use.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn (Chair)  
Date  

Sheila Lyons (Vice Chair)  
Date  

Leo Cakounes (Commissioner)  
Date  

GRANTEE

Stacie Peugh  7/11/16  
Name  
Date  

Authorized Signature  
President & CEO  

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes. This statement is made under the pains and penalties of perjury this ______ day of JUNE, 2016.

Stacie Peugh  
Printed Name of Individual or Corporation:

Stacie Peugh  
Name and Title of Corporate Officer (if applicable):

Stacie Peugh, President & CEO  
Signature of Individual or Corporate Officer:

04-2394925  
Social Security or Federal Identification Number:
THIS ADDENDUM TO AGREEMENT PARTNER DOCUMENTS is entered into and effective as of July 1, 2016, by and between YMCA CAPE COD having its principal place of business as 2245 Hyannough Road, West Barnstable, MA 02668, hereinafter called the "PWTF GRANTEE", and the County of Barnstable, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum:

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of $35,350.67 in carryforward funds that were unspent from the Grantee’s approved FY16 budget for for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/ Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/ Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

[Signature] 10/20/16
Date

GRANTEE

Stacie Peugh
Name
10/11/16
Date

Authorized Signature
Facilities Use License Agreement between Barnstable County and Cape & Islands Emergency Medical Services System Inc.

This Facilities Use License Agreement ("Agreement") is entered into this ___ day of __________, 2017 between Barnstable County (the "County") and Cape and Islands Emergency Medical Services Systems, Inc. (the "Licensee").

Recitals

WHEREAS, the County owns the property known as Barnstable County Fire & Rescue Training Academy, located at 155 South Flint Rock Road, Barnstable, County of Barnstable, Commonwealth of Massachusetts. (See Attachment "A" for description and map for the purpose of conducting Training Sessions and Seminars, hereinafter referred to as the "Licensed Facilities");

WHEREAS, the County operates the Fire & Rescue Training Academy located on the So. Flint Rock Road property in Barnstable for the purpose of training Fire Fighters and other emergency response personnel;

WHEREAS, the Licensee presently provides Physician supervised, Mandatory Emergency Medical Continuing Education Training Programs to the Paramedics and EMT's employed by Fire / EMS Services within Barnstable County, and continues to expand offerings in the services they provide;

WHEREAS, the County and the Licensee seek to establish a defined relationship between Barnstable County's Fire / Rescue Training Academy (BCFRTA) and Cape & Island Emergency Medical Services Systems Inc. (CIEMSS), to better serve the Towns that participate in training services offered by both agencies;

WHEREAS, the County is willing to permit the Licensee, and certain of its employees, volunteers, agents, representatives and invitees, to use the Licensed County Facilities upon the terms and subject to the conditions stated in this Facilities Use License Agreement; and

License Agreement

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the County and Licensee agree as follows:

1. **License.** County hereby grants to Licensee a license (the "License") to use and occupy the Licensed Facilities and rights of access thereto for the purposes herein provided along with the right to use all equipment, furniture and fixtures, including communications and information systems equipment, cabling and appurtenant items that are owned by the County and located in the License Areas as of the "Commencement Date" (as such term is defined hereafter), for the applicable "License Period" (as such term is defined in paragraph 3 herein.) In connection with
its use of the area of the Licensed Facilities and to the extent applicable, Licensee shall also have the non-exclusive right to use (a) in common with the County and other occupants of the Licensed Facilities, the buildings, classrooms, equipment and current structures presently on the site, as well as the hallways, stairways, elevators, restrooms, kitchens, break rooms, photocopy rooms, facsimile rooms, conference rooms and other areas of the Licensed Facilities (including the equipment and supplies located therein) and parking areas, that may be reasonably necessary for the Licensee's use of the Premises, except those areas that County may reasonably designate as private.

2. **Licensed Facilities.** The Licensed Facilities shall be defined as shown on Attachment “A”.

3. **License Period.** The License Period shall commence on June 1, 2017 (the “Commencement Date”) and subject to the provisions of subparagraphs (a) and (b) below (as and to the extent applicable), shall end on June 30, 2020 (subject to sooner termination as hereinafter provided) at 11:59 pm on the date (the “Expiration Date”).

(a) The County and the Licensee shall have the right to terminate this License Agreement by delivery of written notice not less than ninety (90) days prior to the desired early termination date;

(b) The County and the Licensee will provide the other party with prior written notice of its intent to enter into any amendment of the License Agreement which affect the parties’ obligations or have a material adverse affect on Licensee’s occupancy of the License Area. Upon such notice the Licensee will be obligated to inform County whether it intends to occupy the Licensed Facilities during the amended term.

4. **License Fee.** Licensee shall pay a license fee for the License Areas, as billed on a monthly basis, a sum not to exceed Four Hundred and Fifty ($450.00) Dollars, for the reimbursement of costs incurred by the County related to this License Agreement. These charges shall reflect an allocation of costs related to electricity, heat and general liability insurance, as well as ongoing maintenance and repairs.

5. **Credit for Capital Equipment and Improvements.** The Licensee shall be credited for any and all capital expenses and improvements made to said property as authorized by County. All such expenditures shall be subject to prior approval by the County’s Facilities Director and maybe used to offset any billing for costs by County billed to Licensee as set forth in paragraph 4 herein.

6. **Liability Insurance.** Licensee shall obtain and keep in effect throughout the term of this Agreement liability insurance in amounts and under policies reasonably satisfactory to County and issued by insurance company(ies) reasonably satisfactory to County. All insurance policies shall provide that they may not be canceled or materially altered except upon twenty (20) days’ prior written notice to County.
7. **Indemnification.** County shall indemnify, defend and hold Licensee, and its agents, employees, representatives, and/or directors, harmless for, and shall defend against, all claims made or judicial or administrative actions filed, demands, causes of action, and judgments, which allege any liability, in any manner, directly or indirectly, growing out of, resulting from, or connected in any way with the acts or omissions to act, of ongoing and preexisting EPA requirements for cleanup of the site, the Town of Barnstable Lawsuit in relationship to PFOS contamination, and any and all future lawsuits or legal fees in relationship to PFOS or other contamination found at the site. Licensee shall not use products containing PFOS in its training.

8. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this License Agreement, in no event shall the Licensee be liable to the County for any punitive, indirect, consequential, special or incidental damages, including loss of goodwill or loss of profits.

9. **Notice.** Any notice, consent or approvals required or permitted hereunder shall be properly given if in writing and personally delivered or delivered by certified mail, return receipt requested, and addressed to the following:

To County: Barnstable County  
Attn: Jack Yunits, County Administrator and  
Steven Tebo, Director, Facilities Dept.  
P.O. Box 425  
Barnstable, MA 02630

To Licensee: Cape and Islands Emergency Medical Services Systems, Inc.  
Attn: Richard A. Knowlton, Co-Director  
P.O. Box 1197  
Hyannis, MA 02601

10. **Waiver.** No waiver or any provision hereof shall be effective unless stated in writing and signed by the County and the Licensee. No such waiver shall constitute a waiver of the same provision on a subsequent occasion, nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of such right, remedy, or privilege.

11. **Full Force and Effect of Agreement.** This Agreement shall have no force and effect unless fully executed by both parties.

12. **Quiet Enjoyment.** County covenants and agrees that, so long as Licensee shall pay the Licensee Fee as and when due and shall otherwise fully, faithfully and timely observe and perform within applicable notice and cure periods, the agreements, covenants and conditions of this License Agreement on its part to be observed and performed with respect to the related License Period, Licensee shall and may
peaceably and quietly have, hold and enjoy the related Licensed Facilities for the related License Period, as same may be extended, without disturbance, hindrance, ejection or molestation by or from County (subject, however, to the provisions hereof) or any one claiming by, through or under the County.

13. **Inability to Perform.** Neither party shall be responsible for delays in the performance of its obligations caused by events beyond that party's reasonable control, including but not limited to acts of God.

14. **Good Faith.** The parties have entered into this License Agreement, which the parties recognize, is not dispositive of all matters and issues that may arise during the License period with respect to the Licensed Premises. As and when issues and matters arise during the course of the License Period that are not definitively controlled by the provisions of this Agreement, the parties shall act reasonably and in good faith endeavor to adjust and resolve such issues and matters.

15. **Cooperation.** It is understood that from time to time scheduling conflicts will occur. Both parties agree to work together and develop schedules well in advance in an attempt to avoid such conflict. Once the Licensee's schedule of events is agreed to by County, barring any unforeseen emergencies, County will honor the Licensee's reserved scheduled date(s).

16. **Respective Training Services of Each Party.** At no time shall either party infringe on the Training services rendered by the other party. County and Licensee shall work in conjunction with each other to offer the community the best services possible.

17. **Governing Law.** This Agreement is executed as a Massachusetts sealed instrument and shall be governed by the laws of the Commonwealth of Massachusetts.

18. **Severability.** If any provision in this Agreement is/are found to be in violation of any law or is otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.

19. **Entire Agreement.** This Agreement and the exhibits, riders and/or addenda attached, if any, set forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by both parties hereto.

20. **Limits of Liability.** The parties agree that neither, their respective directors, officers, employees, shareholder nor any of the respective agents, shall have any personal obligation hereunder, and that the County and the Licensee shall not seek to assert any claim or enforce any rights hereunder against such directors, officers, employees, shareholders or agents.
21. Authority to Enter into Facilities Use Agreement. The signatories for the parties hereunder warrant and represent that they, individually and collectively are duly authorized by the County and the Licensee to enter into, execute and agree to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this License Agreement as to the date first above written.

COUNTY: Barnstable County Commissioners

By: ____________________________
Leo G. Cakounes

By: ____________________________
Ronald R. Beaty

By: ____________________________
Mary Pat Flynn

DATE:

LICENSEE: Cape and Islands Emergency Medical Service Systems, Inc.

By: ____________________________
Name: Richard A. Knowlton
Title: Co-Director

By: ____________________________
Name: Brian E. Leary
Title: President

DATE: