



## Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the County Administrative Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Kimberly Concra

Title: Nutrition and Food Safety Specialist

Department: Cape Cod Cooperative Extension: Nutrition Ed Program

Dates of Trip: June 6-10, 2016

Name of Meeting: Master Food Preserver Course, Cornell Cooperative Extension

Location: Cornell University Cooperative Extension, Ballston Spa, NY

Report Submitted for  
Commissioners' Meeting On: August 3, 2016

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]

- To gain current knowledge based on science of safe food preservation to educate Barnstable County constituents as a public health issue and as a starting point for those interested in bringing a food to market. Foodborne pathogens can be prevented from causing illness and death if proper methodology is followed.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]

- Three very full days of hands-on activities such as pressure cooking, drying, freezing and water-bath canning as a means to reduce food waste, properly store and preserve produce and protein foods and thorough coverage of equipment and current science backed research as to safe food handling practices from farm to fork where food storage is concerned.
- A large amount of information was compiled into a binder for easy access and reference, including numerous links to current fact sheets. Cornell University is willing to share copy-ready portions of the materials used for a specific class ie: jams, jellies and pickles, should we hold such a class.

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- Knowledge and practice of food preservation provides Extension opportunities to offer future classes to constituents who might otherwise not have access to such information.
- Learning from agents at Cornell who are very well studied in home food preservation equipped our staff with knowledge of safe preservation methods, practices and research to guide local gardeners who later may wish to bring a product to market.
- Cornell also does testing of recipes to create a scheduled process for foods that eventually go to market. This course might be an economic driver where food preservation in its many forms, might be utilized safely at the home level to be later launched as a food product in the next level, providing income for Barnstable County residents.

MEMO



**DATE:** July 26, 2016  
**TO:** Barnstable County Commissioners  
**FROM:** Amanda Howe, Resource Development Office  
**SUBJECT:** AmeriCorps Cape Cod Federal Award Continuation FY17

Barnstable County has received its federal continuation award contract for \$425,120.00 for the AmeriCorps Cape Cod program from Massachusetts Service for the period of 8/15/16-8/14/17. This award will support vital services provided to Barnstable County.

Please vote to establish new fund for this grant.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Amanda Howe". The signature is written in a cursive, flowing style.

Amanda Howe

---

Mary Pat Flynn  
County Commissioner

Sheila R. Lyons  
County Commissioner

Leo Cakounes  
County Commissioner

## BUDGET MEMO

To: Joanne Nelson	GRANT NAME: AMERICORPS CAPE COD		
From: Amanda Howe	DEPARTMENT: Resource Development Office		
Date: July 26, 2016	Fund # 2002	STATE	<u>FEDERAL</u>
Re: New Budget	GRANTING AGENCY: Massachusetts Service Alliance		
	DURATION: From: 8/15/2016	To: 8/14/2017	
	CFDA NUMBER: 94.006		
	PERSON BILLING: Amanda Howe		

### AmeriCorps budget for FY 17 program year 18.

Fund #	Object #	DESCRIPTION	BUDGET
2003	5100	Salaries-Members	179,900.00
	5102	Salaries-Supervisors	130,000.00
	5203	Trash Removal	0.00
	5213	Telephones	0.00
	5221	Electric Charges	0.00
	5223	Heating Fuel	0.00
	5225	Cable	0.00
	5242	Member Training	0.00
	5279	Machine/Equipment Repair	0.00
	5281	Out-State Travel	0.00
	5299	Misc. Contractual	0.00
	5320	Food Supplies	0.00
	5399	Program Supplies	0.00
	5469	Misc. Rentals	0.00
	5547	Furniture	0.00
	5599	Equipment	0.00
	5981	Retirement	26,830.00
	5982	Worker's Comp	12,396.00
	5983	Group Insurance	58,658.00
	5984	Medicare	4,492.00
	5989	Misc Fringe	4,100.00
	5990	Admin Costs	8,744.00
		<b>TOTAL</b>	<b>425,120.00</b>

Thank You

**Massachusetts Service Alliance**

**And**

**Barnstable County**

**Cooperative Agreement Number: A-17-C-04-6001419**

**Grant Number: 15ACHMA001**

**Grant Start Date: 8/15/16**

**Grant End Date: 8/14/17**

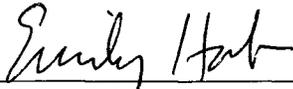
**Total Funding**

<b>Federal Funds Awarded</b>	<b>Total Award \$425,120.00</b>	<b>MSA Admin \$8,744.00</b>	<b>Total Program Funds \$416,376.00</b>
<b>Total Member Service Years</b>	32		
<b>Year in Graduated Match Schedule:</b>	10+		
<b>Required Aggregate Match Percentage:</b>	50%		

This Award / Amendment consists of these pages 1, 2, 3, 4, 5 and 6; Cooperative Agreement Terms numbered I-V, the attached budget forms, the 2016 AmeriCorps Terms and Conditions (May 1 2016), any updates to these Terms and Conditions, and the Massachusetts Service Alliance 2016-2017 AmeriCorps Grant Terms and Conditions Addendum (hereafter referred to as 'the Addendum').

**IN WITNESS THEREOF**, the parties have executed Cooperative Agreement Number **A-17-C-04-6001419**

Accepted and Agreed to by:  
**Massachusetts Service Alliance**  
**100 North Washington Street**  
**Boston, MA 02114**



\_\_\_\_\_  
**Emily Haber**  
**Chief Executive Officer**

7/18/16

\_\_\_\_\_  
**Date**

**Barnstable County**  
**AmeriCorps Cape Cod**  
**3195 Main Street, P.O. Box 427**  
**Barnstable, MA 02630**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Official Title**

\_\_\_\_\_  
**Date**

## COOPERATIVE AGREEMENT TERMS

### I. PROGRAM DESCRIPTION

The Grantee, in cooperation with the Massachusetts Service Alliance (MSA) and the Corporation for National and Community Service (the Corporation), hereby agrees to implement and oversee the AmeriCorps Cape Cod Program, operated by Barnstable County.

This program shall be conducted in accordance with the Grantee's 2016-2017 application and revisions, and with the attached program budget. The referenced application, revisions and attached budget define the objectives and manner of implementation of the program. **These, in no case, supersede the terms and conditions of this award. Any language of budget items contained in the approved application and budget do not change or take precedence over any requirements contained in this award and its Provisions.**

### II. PROGRAMS AND FUNDING

The funding for this program originates from the Federal Government. Prior to approving any amendments to the approved budget, the Grantee must provide a revised narrative and a budget in the same detail and format as the budget in this award to MSA. MSA must be able to clearly identify and track all funds that are awarded to the program, and retains the right to examine all supporting documents and review internal fiscal controls. All programs must comply with fiscal management guidelines as stated in the OMB circulars A-102, A-110 and A-133 as applicable.

### III. GRANTEE RESPONSIBILITIES

1. The Grantee receiving this award agrees to be responsible for all aspects of its programs including the management, oversight, operation and evaluation of the specified AmeriCorps program. The Grantee will work closely with MSA in implementing its AmeriCorps program.
2. The Grantee will implement its AmeriCorps program in accord with the National and Community Service Act of 1990, as amended (42 U.S.C. 12501, et seq.), the Corporation's regulations (45 CFR 2510, 2513, et al.), the Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum, the AmeriCorps Application and the terms of this agreement.
3. Grantees are required to file National Service Trust forms, including Member Enrollment Forms and Change of Status forms in the My AmeriCorps portal no

later than 30 days after a member is enrolled, transferred, or suspended. Programs must also submit Exit/End-of-Term-of-Service Forms in the My AmeriCorps portal no later than 30 days after a member exits the program or completes his/her term of service. Failure to file member forms in the My AmeriCorps portal in a timely fashion may result in suspension of grant award. Suspension of grant award will mean that budget amendments will not be accepted and requests for reimbursement/advances will not be processed.

4. All new grantees will host a programmatic and a fiscal site visit. Failure to comply will result in suspension of the grant award. Suspension of grant award will mean that budget amendments would not be accepted and requests for reimbursement/advances will not be processed.
5. Grantees are required to submit requests for payments 30 days after the submission of Financial Status Reports (FSRs). Grantees, however, are strongly encouraged to submit monthly requests for Cash Reimbursement/Advances. Requests for Cash Reimbursement/Advance cover pages will only be accepted by mail. Periodic Expense Reports (PER's) will be accepted via mail or email. (For more specific information around FSR due dates please refer to the Massachusetts Service Alliance 2016-2017 Terms and Conditions Addendum #8, section a.i.) Grantees must submit requests for reimbursements by the 15<sup>th</sup> and 30<sup>th</sup> of each month. Accurate reimbursement requests received by the 15<sup>th</sup> will be processed and payments will be submitted to the grantee on the 30<sup>th</sup>. Accurate reimbursement requests received by the 30<sup>th</sup> will be processed and payments will be submitted to the grantee on the 15<sup>th</sup>. (For more information regarding reimbursements please refer to the MSA 2016-2017 AmeriCorps Terms and Conditions Addendum).
6. Grantees are required to submit 4 quarterly Financial Status Reports (FSR). FSRs are due to MSA 15 days after the close of each quarter. Should the 15<sup>th</sup> of the month fall on a holiday or weekend day, reports should arrive at MSA by the next business day. Grantees are required to submit an FSR on the due date and if a grantee fails to submit this report on the due date, the grant award is at risk of being suspended. Suspension of grant award will mean that budget amendments will not be accepted, and requests for reimbursement/advances will not be processed. (For more specific information around FSR due dates please refer to the Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum #8, section a.i.)
7. Grantees are required to submit two Progress Reports during the program year. If a grantee fails to submit this report on the due date, the grant award is at risk of being suspended. Suspension of grant award will mean that budget amendments will not be accepted and requests for reimbursement/advances will not be processed. (For more specific information around Progress Report

due dates please refer to the Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum #8, section a.ii.)

8. Grantees are to acknowledge the Massachusetts Service Alliance in all promotional and educational materials that pertain to the funded program. This includes, but is not limited to: special event invitations and speaking programs, promotional flyers, posters, pamphlets, event signage and printed programs, newsletters, web sites, videos, media interviews and events, press releases and advertisements. (For more specific information around Acknowledgement Format please refer to the Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum #1, section i.)
9. MSA may suspend or terminate a grant award if necessary. (For more specific information around grant suspension and termination please refer to the Massachusetts Service Alliance 2016-2017 AmeriCorps Grant Terms and Conditions Addendum #14.)
10. In the event of natural disaster or emergency situation, members may be called upon to assist with the response. If disaster response is required, the hours contributed by the members would count toward their service commitment.

#### **IV. MSA RESPONSIBILITIES**

1. MSA will work closely with the Grantee to help assure the quality of the AmeriCorps program and to reasonably accommodate the needs of the AmeriCorps program for assistance.
2. MSA will provide access to technical assistance and training to the AmeriCorps program as agreed upon by both parties. Such assistance needs and provisions will be coordinated and assessed with the Grantee, MSA Program Officer, and MSA Director of Training and Technical Assistance.
3. MSA will review and respond to all requests within 30 days, including request for payments, budget amendments, and issues that necessitate Corporation involvement.

#### **V. ADMINISTRATIVE COSTS**

In accordance with AmeriCorps Regulation 45CFR 2521.95, each AmeriCorps program must either:

1. Establish administrative costs at a fixed 5% (or less) of total MSA funds expended and a match for administrative costs not to exceed 10% of direct costs in accordance with AmeriCorps Terms and Conditions 23, section c.
2. In accordance with AmeriCorps Regulation 45CFR 2521.95, Section d either:
  - a. use the Grantee's currently approved indirect cost rate to support the fixed 5% (or less) of MSA funds expended and the Grantee's match of administrative costs; or
  - b. establish an indirect cost rate to support the fixed 5% (or less) of total MSA funds expended and the grantee match.

Regardless of the option used to calculate administrative costs, MSA has set aside a portion of the federal share to use in administering the grant. Both MSA and the grantee portions of the federal share of administrative costs should be included in the budget. MSA amount is equal to but does not exceed 2% of the maximum 5% federal share. The grantee's portion therefore, must not exceed 3% of the maximum federal share.

## AmeriCorps Cape Cod Program Barnstable County

Application ID: 16AC181085

Budget Dates:

	Total Amt	CNCS Share	Grantee Share	
<b>Section I. Program Operating Costs</b>				
A. Personnel Expenses	183,500	130,000	53,500	
B. Personnel Fringe Benefits	92,102	70,332	21,770	
C. Travel				
Staff Travel	7,200	0	7,200	
Travel to CNCS-Sponsored Meetings	0	0	0	0
Member Travel	36,450	0	36,450	
Total	<b>\$43,650</b>	<b>\$0</b>	<b>\$43,650</b>	
D. Equipment				
E. Supplies	34,559	0	34,559	
F. Contractual and Consultant Services				
G. Training				
Staff Training	2,000	0	2,000	
Member Training	11,600	0	11,600	
Total	<b>\$13,600</b>	<b>\$0</b>	<b>\$13,600</b>	
H. Evaluation				
I. Other Program Operating Costs	221,710	0	221,710	
<b>Section I. Subtotal</b>	<b>\$589,121</b>	<b>\$200,332</b>	<b>\$388,789</b>	
<b>Section I Percentage</b>		<b>34%</b>	<b>66%</b>	
<b>Section II. Member Costs</b>				
A. Living Allowance				
Full Time (1700 hrs)	212,800	179,900	32,900	
1-Year Half Time (900 hours)	0	0	0	
Reduced Half Time (675 hrs)	0	0	0	
Quarter Time (450 hrs)	0	0	0	
Minimum Time (300 hrs)	0	0	0	
2-Year Half Time (2nd Year)	0	0	0	
2-Year Half Time (1st Year)	0	0	0	
Total	<b>\$212,800</b>	<b>\$179,900</b>	<b>\$32,900</b>	
B. Member Support Costs				
FICA for Members	3,086	2,608	478	
Worker's Compensation	8,512	7,196	1,316	
Health Care	28,457	26,340	2,117	
Total	<b>\$40,055</b>	<b>\$36,144</b>	<b>\$3,911</b>	
<b>Section II. Subtotal</b>	<b>\$252,855</b>	<b>\$216,044</b>	<b>\$36,811</b>	
<b>Section II. Percentages</b>		<b>85%</b>	<b>15%</b>	
<b>Section III. Administrative/Indirect Costs</b>				
A. Corporation Fixed Percentage				
Corporation Fixed Amount	40,000	0	40,000	
Commission Fixed Amount	8,744	8,744	0	
Total	<b>\$48,744</b>	<b>\$8,744</b>	<b>\$40,000</b>	
B. Federally Approved Indirect Cost Rate				
<b>Section III. Subtotal</b>	<b>\$48,744</b>	<b>\$8,744</b>	<b>\$40,000</b>	
<b>Section III Percentage</b>		<b>18%</b>	<b>82%</b>	
<b>Section I + III. Funding Percentages</b>		<b>33%</b>	<b>67%</b>	
<b>Budget Totals</b>	<b>\$890,720</b>	<b>\$425,120</b>	<b>\$465,600</b>	
<b>Budget Total Percentage</b>		<b>48%</b>	<b>52%</b>	
<b>Required Match</b>		<b>42%</b>		
<b># of years Receiving CNCS Funds</b>		<b>8</b>		

## AmeriCorps Cape Cod Program Barnstable County

<b>Total MSYs</b>			<b>32.00</b>	
<b>Cost/MSY</b>			<b>\$13,285</b>	
	<b>Total Amt</b>	<b>CNCS Share</b>		<b>Grantee Share</b>
<b>Budget Totals</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Budget Total Percentage</b>		<b>0%</b>		<b>0%</b>
<b>Required Match</b>		<b>42%</b>		
<b># of years Receiving CNCS Funds</b>		<b>8</b>		
<b>Total MSYs</b>			<b>32.00</b>	



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**Sherry McClintock**

Corporation for National &  
Community Service

7/14/16

Ms. Darlene Johnson Morris  
Barnstable County  
AmeriCorps Cape Cod  
3195 Main Street  
Barnstable, MA

Dear Ms. Johnson Morris:

The Massachusetts Service Alliance is pleased to be contracting with your agency for the 2016-2017 AmeriCorps grant year. Enclosed are:

- 1) Two copies of the Cooperative Agreement for your 2016-2017 AmeriCorps Program;
- 2) The approved budget for your 2016-2017 CNCS funds;
- 3) The 2016 AmeriCorps Terms and Conditions;
- 4) The Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum.

The Cooperative Agreement will serve as the contract between our agencies. Please sign and return one copy to the attention of Elizabeth Way, AmeriCorps Program Officer. Retain the other copy for your records. Should you have any questions, please do not hesitate to contact Elizabeth at (617) 542-2544, ext. 203 or [eway@mass-service.org](mailto:eway@mass-service.org).

It is our goal to provide quality communication, training, and technical assistance. Please feel free to call upon me or other MSA staff should you need our assistance. I hope that you will have a successful program year.

I look forward to working with you.

Sincerely,

Emily Haber  
Chief Executive Officer

Enclosures



# Massachusetts Service Alliance 2016-2017 AmeriCorps Terms and Conditions Addendum Items



The Corporation for National and Community Service may from time to time issue further guidance, clarifications, or modified provisions in order to implement the requirements of the Serve America Act and/or instructions issued by the Office of Management and Budget. As a result, it may be necessary for the Massachusetts Service Alliance (MSA) to modify this addendum in order to comply with such requirements. Grantees agree that any such supplementary guidance, clarifications, or provisions, shall become terms and conditions of this award.

All applicable Terms and Conditions of the Cooperative Agreement shall flow down to the grantee AmeriCorps Programs and other awards as applicable.

## ADDENDUM #1

*Page 3, Section III, Affiliation with the AmeriCorps National Service Program, subsection B.*

### **The MSA Name and Logo**

- i. **Acknowledgement format.** Grantees are to acknowledge the Massachusetts Service Alliance in all promotional materials that pertain to the funded program. This includes, but is not limited to, special event invitations and speaking programs, newsletters, web sites, videos, media interviews and events, press releases and advertisements. Other examples include:
  - Service gear
  - Fundraising solicitations
  - Press releases
  - Signs
  - Stationary
  - Orientation materials
- ii. **Proper acknowledgement means (use either a or b):**
  - a. Using the following credit line to recognize the Massachusetts Service Alliance: “<Name of Program>” is supported in part by the Massachusetts Service Alliance.”
  - b. Using MSA logos to recognize the Massachusetts Service Alliance and its relationship to your program.
- iii. **Documenting your program.** As part of its mission to generate an ethic of service across the Commonwealth, MSA is interested in copies of photographs, printed articles, newsletters, news clippings, and other promotional materials that your program generates. Photos should illustrate Corps members engaged in service and must be accompanied by a release form signed by the photo subject, or if the photo subject is a minor, by the parent or guardian of the photo subject. This information may be used in the MSA newsletter, web site, or other promotional materials.
- iv. **Engaging MSA in special events.** Grantees should send information about upcoming events and celebrations to their Program Officer well in advance of the event date.
- v. **Program Directors’ Meetings.** MSA feels that it is crucial for program success to attend these events/meetings. Failure to participate may negatively impact future funding recommendations.
  - a. **Program Director Kickoff** – July 27<sup>th</sup> and 28<sup>th</sup>, 2016
  - b. **AmeriCorps Opening Day Activities** – November 4<sup>th</sup>, 2016
  - c. **Program Director Meetings** – There will be 4 Program Director meetings during the 2016-2017 program year; exact dates and locations TBA
  - d. **Program Director Conference Calls** – as needed

## ADDENDUM #2

*Page 6, Section V, Supervision and Support, subsection B, Member Service Agreements*

**Member Service Agreements must also include:**

- Member's weekly schedule
- Required minimum of service hours and the exact end date of service
- Name and contact information of site supervisor and placement site
- Nondiscrimination clause
- Photo release
- Notice that the member has the right to file a grievance with MSA and that the program will notify MSA of any grievance procedure initiated against the program directly by an AmeriCorps member
- In the event that a member wishes to contact MSA directly, programs must also include contact information for the MSA Director of Programs in the member contract

**ADDENDUM #3**

*Page 9, Section V, Supervision and Support, subsection F, Timekeeping*

Programs may not release stipend payments to members for a period in which they have not received a member's timesheet accounting for all service hours completed within that time period, complete with member and supervisor signature.

**ADDENDUM #4**

*Page 12, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection A*

**The grantee must ensure that members receive the following benefits:**

**Living allowances.** Unless otherwise agreed upon, a grantee must provide a living allowance to full-time members in accord with the following:

- Full time requirements.** The established range for a full time living allowance is between \$12,530 and \$25,060.
- Part time requirements.** Programs are not required to pay part-time members living allowances. If a program chooses to pay part-time members, it must pro-rate the full-time living allowance based on the part-time member's service.
- Other Requirements.** Programs may not provide a living allowance benefit above \$25,060 for full-time members unless permitted under 42 U.S.C. paragraph 12594(c), or pro-rated based on number of hours for part-time. Programs in existence prior to September 21, 1993 may offer a lower living allowance than the minimum (\$12,530 for full-time members, or pro-rated for part-time).

Programs opting to deduct fines from members' living allowances must have MSA pre-approval, and then:

- Notify MSA Program Officer in writing.
- Submit copy of fining policy for review and approval by the Corporation for National and Community Service.
- Include policy in Contract signed by member.

**ADDENDUM #5**

*Page 13, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Unemployment Insurance*

**Note:** As per the Massachusetts Division of Career Services, Massachusetts AmeriCorps programs do **not** have to provide unemployment coverage for members and therefore this is not an allowable cost.

**ADDENDUM #6**

*Page 13, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Worker's Compensation*

**Note:** Massachusetts AmeriCorps programs **are** required to provide Worker's Compensation for AmeriCorps members.

**ADDENDUM #7**

*Matching Requirements*

- i. **Matching obligation.** The grantee must provide and account for the matching funds as agreed upon in the approved application and budget. Specific matching requirements depend upon the number of years a program has received funding. See chart below.

Program specific matching requirements for the 2016-2017 year can be found on page 1 of the contract.

- ii. **Progress towards fulfilling match.** Adequate progress towards meeting the proposed grantee match percentage is expected to be maintained throughout the year. Grantee match will be monitored on an ongoing basis by MSA staff.

**ADDENDUM #8**

	Year 1-3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Minimum Overall Share	24%	26%	30%	34%	38%	42%	46%	50%
Minimum Overall Share (Alternative)	N/A	N/A	N/A	N/A	29%	31%	33%	35%

*Pages 17-18, Section X, Budget and Programmatic Changes*

**Programmatic changes.** The grantee must obtain the prior written approval of the Massachusetts Service Alliance before making the following changes in the approved program:

- i. Changes in the scope, objectives, or goals of the program, whether or not they involve budgetary changes;
- ii. Changes in slot configuration or slot conversions;
- iii. Substantial changes in the level of participant supervision;
- iv. Entering into sub-grants or contracting out any AmeriCorps Program activities funded by the grant and not specifically identified in the approved application and grant.
- v. Depending on the nature of the request, MSA may need to receive the approval of the Corporation before granting final approval of any changes.

**Budgetary Changes.** The grantee must obtain the prior written approval of the Massachusetts Service Alliance before deviating from the approved budget in any of the following ways:

- i. **Reallocation of funds deemed Member Support Costs is allowed.** However, the grantee must submit a written request to MSA prior to reallocating funds from these lines. The specific line items covered by this sub-clause are:
  - a. Living allowance,
  - b. FICA and worker’s compensation, and
  - c. Health care (or alternative health care).
- ii. **Specific costs requiring prior approval before incurrence** under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are: overtime pay, rearrangement and alteration costs, and pre-award costs.
- iii. **Purchases of equipment having a useful life of one year and a cost of \$5,000** using grant funds, unless specified in the approved application and budget.
- iv. **Budgetary transfers to absorb administrative costs** above the amount specified in the approved budget, if below the 5% maximum limit.
- v. Depending on the nature of the request, the MSA may need to receive the approval of the Corporation before granting final approval of any changes.

## **ADDENDUM #9**

### ***Pages 18-19, Section XI, Reporting Requirements***

Financial Status and Progress Reports. Grantees are required to submit quarterly Financial Status Reports and two Progress Reports to the Massachusetts Service Alliance. Programs must submit these reports by the dates listed below.

- i. **Financial Status Reports (FSR 269a).** AmeriCorps\*State programs must submit a Financial Status Report (FSR 269a) 15 days after the close of each calendar quarter to MSA.

October 1 through December 31	FSR due January 15
January 1 through March 31	FSR due April 15
April 1 through June 30	FSR due July 15
July 1 through September 30	FSR due October 15

*If the FSR due date falls on a holiday or weekend day, the FSR will be due on the next business day.*

- ii. **Progress Reports.** Programs must submit 2 progress reports, one mid-year and one that covers the mid to the end of program to the MSA. The mid-year report will be due April 15, 2016 and will cover progress made from the program's start date to March 31, 2016. The final report will be due October 15, 2016 and will cover all information from the program's start date to the program's end date. Guidance on topics and formats will be provided by MSA prior to the reporting deadline.
- iii. **Final Financial Status Reports.** Grantees completing their third year funding cycle must submit, in lieu of the last quarterly FSR, a final FSR that is cumulative over the entire grant period. This FSR is due 60 days after the close of the grant.

## **ADDENDUM #10**

- i. **Timeliness.** Grantees must respond to all programmatic and financial reporting requests correctly and on time. The ability to respond to all program and financial reporting requests correctly and on time, as requested by MSA, will affect the grantee's future funding. Failure to submit reports in a timely fashion may result in a suspension of the grant.
- ii. **Enrollment and retention.** MSA and CNCS expect 100% enrollment and retention. Grantees enrolling and retaining less than 100% of members in relation to slots granted should be aware that this could negatively affect future chances of funding. This will be reviewed on a case-by-case basis.
- iii. **Timelogs.** Background check and member hours tracking document must be updated within 30 days of the month service was performed. A copy of the tracking document must be sent in with each reimbursement request.

## **ADDENDUM #11**

- i. **Payment.** Grantees must submit requests for payments 30 days after the submission of FSRs using approved request forms with a copy of the FSR and final PER for that period.  
  
*Request for payment for expenditures through June 30, 2017 must be submitted with the FSR on July 15, 2017.*
- ii. **Reimbursements.** Grantees must submit requests for reimbursements by the 15th and 30th of each month. Accurate reimbursement requests received by the 15th will be processed and payments will be submitted to the grantee on the 30th. Accurate reimbursement requests received by the 30th will be processed and payments will be submitted to the on the 15th. Inaccurate reimbursement requests will be sent back to the grantee for revision. The revised request may then be re-submitted to the next reimbursement request cycle. All requests must include a Periodic Expense Report, a General Ledger, a clear reconciliation report, a narrative to explain the accounting system and an up-to-date copy of the background check and member hours tracking document.
- iii. **Monitoring match percentage.** Grantees' progress towards meeting the proposed match percentage will be monitored. Grantees whose match percentage is 10% or more below the proposed level at the time of submitting a PER should notify their Program Officer.

## **ADDENDUM #12**

### ***Monitoring Visits***

MSA will visit every funded program at least once in the three year grant cycle. At a minimum, newly funded programs will receive a site visit in the first year of the three grant cycle. During site visits, MSA will review and evaluate records, accomplishments, organizational procedures and financial control systems, conduct interviews with program directors, other staff, AmeriCorps members (without program staff present), community partners, and, when possible, service recipients; and provide technical assistance as necessary.

Fiscal compliance review may occur at the same time as programmatic site visits or may take place during a separately scheduled visit. Areas for fiscal review may include general management, financial and operational areas, and compliance with the AmeriCorps grant requirements and any audit issues.

## **ADDENDUM #13**

### ***Program Systems & Binder***

Grantees required to submit an operational systems and program binder for review will be notified by an MSA Program Officer by August 2016. Any issues identified through the review will need to be addressed within 30 days of notification.

## **ADDENDUM #14**

### ***Submission of Audit***

Grantees must annually submit the organization's most recent audit. This must be submitted when the mid-year progress report is submitted on March 15th of each year.

## **ADDENDUM #15**

### ***Suspension or Termination of a Grant***

- i. **Suspension of the grant.** The Massachusetts Service Alliance may suspend a Grant and review the situation in 30 calendar days. Examples of such situations may include, but are not limited to:
  - a. Serious risk to persons or property;
  - b. Violations of Federal, State, or local criminal statutes;
  - c. Materials violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause; and
  - d. Delinquent information or reports.
  
- ii. **Termination of the grant.** The Massachusetts Service Alliance may terminate payments under the grant, revoke or recover Grant funds for failure to comply with applicable provisions of this Grant.

**2016 Terms and Conditions for AMERICORPS STATE and  
NATIONAL GRANTS**

Effective May 1, 2016

v.1

**These Corporation for National & Community Service (CNCS) Grant Program Specific Terms and Conditions and the General Terms and Conditions, are binding on the recipient.**

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## I. CHANGES FROM THE 2015 AMERICORPS GRANT PROVISIONS

For your convenience, we have identified changes from last year's AmeriCorps State and National grant provisions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all award terms and conditions, because recipients are responsible for knowing, understanding, and complying with all award terms and conditions.

1. Updated references to AmeriCorps member "slots" to refer to "member positions."
2. Section III.B. – Included websites and social media where recipients should use the AmeriCorps name and logo.
3. Section IV.A. – Added requirements related to AmeriCorps members completing their own enrollment and exit forms on-line in the MyAmeriCorps Member Portal.
4. Update the hyperlinks to the AmeriCorps State and National Policy Frequently Asked Questions.
5. Section V.F. – Revised timekeeping systems to be compliant with Regulations. Moved approvals of formula professional corps timekeeping standards to the state commission.
6. Section VII – Added a statement to retain documentation for individuals released for compelling personal circumstances.
7. Section VIII.D. – Updated the health care coverage language and websites.
8. Section VIII.F. – Changed the Notice to Childcare Providers to five days and included liability if not done timely.
9. Added Section XV.

## II. DEFINITIONS

- A. **Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to CNCS for the use of award funds, or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the CNCS General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the NCSA.
- B. **Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year, and may not exceed \$75,000 per program.

- C. **Subrecipient** refers to an organization receiving AmeriCorps award or member positions from a recipient of CNCS funds. See 2 CFR § 200.93.
- D. **Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.
- E. **Program** refers to the activities supported under the award.
- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
  1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
  2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091 (See Section IX. B.).
- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 45 U.S.C. §§ 12501-12657.

### III. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
  
- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the recipient shall describe their program as “an AmeriCorps program.” Recipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Recipients are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan “AmeriCorps Serving Here.” AmeriCorps members should state that they are AmeriCorps members during public speaking opportunities.

The recipient may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The recipient may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or CNCS General Terms and Conditions, and these specific award terms and conditions.

#### **IV. MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in CNCS’s regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Notice to CNCS’s National Service Trust.** The recipient must notify CNCS’s National Service Trust, via the MyAmeriCorps Portal, within 30 days of a member’s start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended

period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the MyAmeriCorps Member Portal. All competitive recipients and subrecipients that wish to utilize staff Portal enrollments and exits without members completing enrollment and exit forms must send a request to their CNCS Program Officer. (Subrecipient requests should be submitted by state commissions.) Requests will be approved in cases where the recipient or subrecipient is able to demonstrate that technological limitations make it impossible or extremely burdensome for members to complete their own enrollment and exit forms in the Portal. Technological limitations would include lack of internet access, computer, and/or cell phone, or a member population with low computer literacy skills that cannot be addressed through training or technical assistance. For formula programs, state commissions may choose to review requests from their subrecipients, consistent with the conditions outlined above, or they may choose not to allow any subrecipients to use paper forms. Approved waivers are valid for one-year only. Recipients are required to reapply for a waiver each year as necessary.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

- B. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- C. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: <http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>.
- D. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the

My AmeriCorps portal for all members within 30 days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.

- E. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.
- F. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- G. ***Penalties for false information:*** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

## V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify

for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

B. **Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:

1. Member position description;
2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;
3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or sub recipient;
5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
6. The text of [45 CFR §§ 2540.100\(e\)-\(f\)](#), which relates to Non-duplication and Nondisplacement;
7. The text of [45 CFR §§ 2520.40-.45](#), which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

C. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;

4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and

comply with any pre-service orientation or training required by CNCS. The recipient must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.

- E. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
  - 1. Whether the member has completed the required number of hours;
  - 2. Whether the member has satisfactorily completed assignments; and
  - 3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
  
- F. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

- G. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

## VI. CHANGES IN MEMBER POSITIONS

- A. **Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the State

Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:

1. A change in the number of member service year (MSY) positions in the award; and/or
2. A change in the funding level of the award.

**B. Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:

1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
2. The change does not result in an increase in the value of the education award; and,
3. If the award is a Full-cost Fixed Amount or Professional Corps Fixed Amount award, the member position will be filled by a member serving in a full-time capacity.

Changes in types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

**C. Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program. With the exception of Education Award only awards, recipients with Fixed Amount awards may not convert members to less-than-full-time member positions. All changes to types of member positions are subject to availability of funds in the Trust.

1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded health care or childcare costs are not available for less than full-time members. Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
2. **Less than Full-time.** CNCS discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must

keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.

3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award.* Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
  - b. The number of refills reaches five percent of awarded member positions.
4. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer in order to transfer refill member positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

- D. **Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

- E. **Notice to Childcare and Healthcare Providers.** Recipients and subrecipients must immediately notify CNCS's designated agents, in writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

## VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for applicable requirements and 2 CFR § 200.333 for record retention requirements of this documentation. In addition to the regulations, the following applies:

*No Automatic Disqualification if Released for Cause:* A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who—otherwise performed well—would, not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

## VIII. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

Requirements related to member living allowances and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. **Living Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) and Partnership Challenge awards may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance to their members.

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and

may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

**C. Taxes and Insurance.**

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

- D. Healthcare Coverage.** Except for EAPs, Professional Corps, Partnership Challenge awards, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required

to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited-duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit [healthcare.gov](http://healthcare.gov) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside

contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. Members serving in EAPs, Professional Corps, or Partnership Challenge programs are not eligible for the childcare benefit. CNCS will not cover childcare costs for members who served on a less than full-time basis for a sustained period of time, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs, (<http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.

- F. **Notice to Childcare Providers.** The recipient must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact the childcare provider on childcare related changes.

## IX. MEMBER RECORDS AND CONFIDENTIALITY

- A. **Recordkeeping.** The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

- B. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the recipient has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.

- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at [45 CFR §§ 2540.200 - .207](#). *See also* the final rule and the CNCS website for more information. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of all or part

of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

## **X. BUDGET AND PROGRAMMATIC CHANGES**

**A. Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Program Office before making any of the following changes (1-3):

1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
2. Substantial changes in the level of member supervision;
3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to the AmeriCorps Program Office, recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, recipients making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, CNCS reserves the right to limit or deny disaster-related programmatic changes.

**B. Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.

**C. Budgetary Changes.** The recipient must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under OMB Cost Principles 2 CFR Part 200, Subpart E. For certain cost items, the cost principles require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.
3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and

recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

- D. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Grants Office has been received. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office.
- E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

## XI. REPORTING REQUIREMENTS

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

- A. **Recipient Progress Reports.** The recipient shall complete and submit progress reports in eGrants to report on progress toward achievement of its approved performance targets.

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	Start of award year through end of award year or September 30, whichever is sooner

- B. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants (Financial Status Reports on menu tree) to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	April 1 – September 30

A recipient must set submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

Cost reimbursement National Professional Corps recipients submit one financial report per year.

All recipients, including Fixed Amount recipients, must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

- C. **Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 31<sup>st</sup> or at the time the final financial report is submitted if the final report is due prior to October 31st. Fixed Amount recipients are not required to report this information.
- D. **Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the recipient, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Program Office.
- E. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.
- F. **Final Progress Reports.** A recipient must submit, in addition to the last semi-annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.
- G. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

## **XII. AWARD PERIOD AND INCREMENTAL FUNDING**

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget

period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. CNCS reserves the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

### **XIII. PROGRAM INCOME**

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-CNCS share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
  - 1. The service benefits a for-profit entity,
  - 2. The service falls within the other prohibited activities set forth in these award provisions, or
  - 3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards and Partnership Challenge Awards.** The recipient must notify its Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the award. The Grants Officer will determine the disposition of the excess program income.

### **XIV. SAFETY**

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

#### **XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING**

All recipients and subrecipients **must** complete CNCS NSCHC training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at: <http://cncstraining.articulate-online.com/4240214797>. Each recipient must identify at minimum one relevant staff person to fulfill this requirement on behalf of the program. The program must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Programs should save certificates of completion from each year as part of grant record. For 2016, recipients and subrecipients should complete this requirement and be certified by December 31, 2016.

#### **XVI. FIXED AMOUNT AWARDS**

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, Full-Cost Fixed Amount awards, and Partnership Challenge awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by CNCS. At closeout, CNCS will calculate the final amount of the award based on Trust documentation. CNCS will recover any amounts drawn down by the recipient in excess of the final award amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served.

Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

Partnership Challenge programs are awarded only member positions, but not federal funds. Therefore, Partnership Challenge programs will not draw any funds from the HHS Payment Management System.

3225 MAIN STREET • P.O. BOX 226  
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD  
COMMISSION

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DATE: July 25, 2016  
TO: Barnstable County Commissioners  
FROM: Paul Niedzwiecki, Executive Director   
RE: CCEPF Reserves

As you know, whenever the Cape Cod Environmental Protection Fund (CCEPF) balance allows, the Commission considers allocating some portion of that balance to a reserve fund for future needs. At the close of fiscal year 2016, the Commission has a cash balance of \$3.7 million. After restricting funds for encumbrances, appropriations, etc., the unrestricted fund balance would be \$1.89 million.

At this time, I would recommend that from this balance \$500,000 be set aside in the Commission's restricted reserve for personnel related expenses. This will increase the total restricted reserves to \$2,321,334.49, leaving an unrestricted balance of \$1,391,841.99 (see attached.)

Please let me know if you have any questions. Thank you for your consideration.

Approved:

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice-Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

cc: Mary McIsaac, Finance Director

**Cape Cod Environmental Protection Fund**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**For the Fiscal Year Ended June 30, 2016**  
**Cash Basis**

Beginning FY16 CCEPF Balance	\$ 3,174,603.78
Restricted for FY15 Encumbrances/Continuing Appropriations	113,356.93
Restricted for FY16 Appropriations	681,534.00
Restricted for Unfunded Workers Compensation	13,000.00
Restricted for Legal Expenses	750,000.00
Restricted for Building/Capital Fund	<u>225,000.00</u>
<b>Unrestricted CCEPF Balance</b>	<b>\$ 1,391,712.85</b>

Add FY16 Revenue/Transfers In	\$ 4,405,855.85
-------------------------------	-----------------

Subtract FY16 Expenses	\$ 3,867,283.15
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Ending FY16 CCEPF Balance	\$ 3,713,176.48
Restricted for FY16 Encumbrances/Continuing Appropriations	141,975.49
Restricted for FY17 Appropriations	691,359.00
Restricted for Unfunded Workers Compensation	13,000.00
Restricted for Legal Expenses	750,000.00
Restricted for Building/Capital Fund	225,000.00
Restricted for Personnel Expenses	<u>500,000.00</u>
<b>Unrestricted CCEPF Balance</b>	<b>\$ 1,391,841.99</b>

**PROCLAMATION  
SUICIDE PREVENTION WEEK**

**WHEREAS**, in the United States, one person dies by suicide every 12.3 minutes and 117 people die by suicide each day; and

**WHEREAS**, 22 veterans die by suicide each day; and

**WHEREAS**, suicide is the second leading cause of death for Massachusetts residents ages 15-44 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

**WHEREAS**, suicide is a tragic and disruptive event for families and communities ~ it is estimated that annually, there are 6.3 million suicide loss survivors who have lost a loved one to suicide; and

**WHEREAS**, suicide is a public health issue and a community concern, and through increased education and awareness of the issue a great number of suicides can be prevented;

**THEREFORE**, we do hereby officially designate the week of September 5 - 11, 2016 as "**SUICIDE PREVENTION WEEK**" in Barnstable County.

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*Mary Pat Flynn, Chair*

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*Sheila Lyons, Vice Chair*

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*Leo Cağounes, Commissioner*

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*Date*

## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This PROFESSIONAL/CONSULTING SERVICES AGREEMENT (“Agreement”) is made by and between the Cape Light Compact, an inter-governmental association and aggregator formed pursuant to Massachusetts law, together with its fiscal agent, Barnstable County (collectively, the “Compact”), and Synapse Energy Economics, Inc. (“Consultant”) for the purposes of providing technical assistance and related services as part of the energy efficiency program and participation in the ISO New England Forward Capacity Market. The Compact and Consultant may be referred to herein collectively as the “Parties,” or either singularly as a “Party.” This Agreement is effective as of July 1, 2016.

WHEREAS, pursuant to G.L. c. 40, §4A, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County (the “Member Municipalities”), entered into an inter-governmental agreement, as amended from time to time, to act together as the Compact;

WHEREAS, the purposes of the Compact include protecting and advancing the interests of residential, commercial and industrial Customers in a competitive electric supply market, and promoting energy efficiency and the reduction of energy bills;

WHEREAS, the Compact is operating an Energy Efficiency Plan approved by the Massachusetts Department of Public Utilities on January 28, 2016, DPU 15-166, for plan years 2016 through 2018;

WHEREAS, the Compact issued a Request for Proposal on May 13, 2016;

WHEREAS, Barnstable County (the “County”) provides fiscal and administrative services to the Compact, pursuant to an Administrative Services Agreement dated April, 2000, as may be amended from time to time;

WHEREAS, the Compact seeks to enter into an agreement with Consultant professional and technical services related to administration of the Compact Energy Efficiency Plan which are further defined in Exhibit A; and

WHEREAS, Consultant has the expertise required to provide the Compact with the services required pursuant to this Agreement for a three year total budget amount of \$1,151,280.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, Consultant and the Compact do hereby agree as follows:

### SECTION 1 TERM OF AGREEMENT AND TERMINATION

1.1 **Term.** This Agreement is effective as of the date set forth above and shall continue in force and effect until December 31, 2018, unless this Agreement is terminated before such date

under the provisions of Section 1.2. In addition, the Compact may, in its sole discretion, extend the term of this Agreement, in one or two year increments, for up to an additional three years (through December 31, 2021).

**1.2 Termination.** The Compact shall have the right to terminate or suspend this Agreement for any reason or for convenience. Consultant may terminate this Agreement only if the Compact materially breaches its obligations under this Agreement. The terminating Party shall provide written notice to the other Party of any such termination or suspension, specifying the effective date thereof. If the terminating Party is the Compact, such notice shall be given at least fifteen (15) calendar days before such effective date; if the terminating Party is Consultant, such notice shall be given at least ninety (90) calendar days before such effective date. In addition, if the Compact terminates this Agreement for cause, the Compact shall be entitled to deduct and/or be reimbursed any costs of cure and transition costs (including reasonable attorneys' fees) that it incurs related to engagement of a substitute Consultant.

**1.3 Termination or Suspension Due to Changes in Funding.** This Agreement is subject to the receipt of funds from various sources to support the Energy Efficiency Plan. If for any reason such funding is terminated, suspended, or restricted, this Agreement will become null and void, effective immediately upon notice to Consultant. The Compact shall provide written notice of such termination or suspension to Consultant. In the event of such termination or suspension, Consultant shall be paid for all authorized, satisfactory (in the reasonable discretion of the Compact) Services performed up to and including the date of termination or suspension.

**1.4 Obligations upon Termination.** Following termination of this Agreement, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the date of termination of the Agreement.

## **SECTION 2 SCOPE OF SERVICES AND RELATED MATTERS**

**2.1 Services.** Consultant agrees to provide the expertise, labor, materials and supplies necessary to perform the services and deliverables described in Exhibit A attached hereto from time to time and such other services as may be specifically requested by the Compact from time to time (the "Services"). All such Services and deliverables shall be designed to achieve the anticipated outcomes specified in the description of Services and shall be provided in accordance with the terms and conditions of this Agreement.

**2.2 Changes.** The Compact may, from time to time, require changes in the scope of the Services to be performed hereunder. Such changes must be evidenced in written amendments to this Agreement. Any Services performed or proposed by Consultant shall not be reimbursed unless they are approved in writing by the Compact prior to their rendering.

**2.3 Timing of Performance.** Consultant shall commence and complete the Services in accordance with the project milestone schedule incorporated into Exhibit A. If no schedule is incorporated, Consultant shall begin to render Services on the effective date of this Agreement and shall continue to render the Services in a prompt and timely manner.

2.4 **Staffing; Background Check Requirements.** The Compact may require Consultant to remove from its project team such employees of Consultant or subcontractors of Consultant as the Compact, in its reasonable discretion, deems objectionable, or whose continued employment in connection with the Services is deemed by the Compact, in its reasonable discretion, to be contrary to the best interests of the Compact.

Upon request by the Compact, Consultant shall comply with the Compact's written requirements for employee background checks, as set forth in Exhibit C, and as may be amended from time to time by the Compact.

[ ] required [ x ] not required

2.5 **Conflicts of Interest.** Consultant covenants that it presently has no interest, and shall not acquire any interest, directly or indirectly that would conflict in any manner or degree with the performance of the Services. Consultant agrees to diligently serve and endeavor to further the best interests of the Compact, as known or made known to Consultant. Consultant further agrees not to undertake activities that conflict, or are not in accordance with, the best interests of the Compact, and will disclose any other employment or engagements that could conflict with its obligations under this Agreement. Consultant further covenants that it shall comply with all relevant provisions of G.L. c. 268A.

2.6 **Points of Contact.** Consultant names **Doug Hurley** as the day-to-day point of contact for the Compact for all issues arising under this Agreement and the person responsible for ensuring over the entire term of this Agreement that the Services are performed and completed in a manner satisfactory to the Compact and in accordance with the terms of this Agreement. The Compact names **Meredith Miller** to be the day-to-day point of contact for Consultant for all issues arising under this Agreement.

**SECTION 3 COMPENSATION AND RELATED MATTERS**

3.1 **Rates of Compensation.** Consultant shall be compensated by the Compact for the Services in accordance with the terms and rates set forth in Exhibit B hereto. The Compact may reject any invoices using billing rates that are not consistent with Exhibit B, unless the Compact has previously accepted such substitute rates in a written amendment to this Agreement.

3.2 **Invoicing and Payment.** Consultant shall submit monthly invoices to the Compact by the 10<sup>th</sup> day of each month, unless otherwise authorized in writing by the Compact. The Compact will remit payment within forty-five (45) calendar days of the Compact's receipt of each monthly invoice. Payment may be contingent upon final inspection and/or acceptance of the Services. Upon request, Consultant shall provide to the Compact all backup documentation required to establish the value of the Services in place as represented by Consultant's monthly invoices.

3.3 **Effect of Payment.** The Compact shall not be deemed to have accepted any improper Services, materials or performance by virtue of any payment made to Consultant. Payments shall be deemed advances and are subject to adjustment for errors, overpayments, or the

Compact's good faith determination that the remaining balance of payments may be insufficient to ensure completion of the Services.

**3.4 Withholding.** The Compact may withhold a payment of all or a part of any invoice to the extent as may be necessary to protect itself from loss caused by: (i) defective Services not remedied; (ii) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant or the Compact in connection with the Services; (iii) Consultant's failure to make payments properly to subcontractors for materials, labor or equipment; (iv) unsatisfactory performance of the Services; (v) Consultant's failure to pay any amounts due to the Compact; or (vi) Consultant's failure to perform any of its obligations under this Agreement. In addition, if the Compact has a reasonable indication that the unpaid balance will be insufficient to cover the cost to complete the Services or that the Services will not be completed within the project milestone schedule (if any), the Compact may withhold payment of all or a part of any invoice to the extent as may be necessary to protect itself from such anticipated losses. The Compact shall notify Consultant of the grounds for any withholding. When Consultant provides performance assurance satisfactory to the Compact that will protect the Compact for the amount withheld, payment will be made. When deemed reasonable by the Compact, the Compact may use such withheld funds to undertake remedial measures.

**3.5 Credits.** Consultant may not claim any governmental or other energy efficiency credits, tax credits, forward capacity payments, carbon offsets, rebates or incentives of any kind as a result of or in connection with the Services performed under this Agreement (collectively, the "Credits") without the written consent of the Compact in its sole discretion. To the extent any Credits are allocated to the Compact, a Compact project or to a Compact customer/program participant ("Customer"), by operation of law or regulation, Consultant shall, upon request and without charge, cooperate fully with the Compact to disclaim any rights to such Credits and to assign or allocate all such Credits, and the value thereof to the party designated by the Compact.

**3.6 County's Role as Fiscal Agent.** Consultant understands and agrees that the County is executing this Agreement as the Compact's fiscal agent. Should the Compact terminate the County's fiscal agent services, the Compact may, at its sole discretion, substitute a successor fiscal agent upon written notice to Consultant. Consultant agrees that the validity and/or enforceability of this Agreement shall not be affected by such termination or substitution.

## **SECTION 4 PERFORMANCE STANDARDS**

**4.1 General Performance Standard and Warranty.** Consultant assumes professional and technical responsibility for the performance of the Services in accordance with the terms of this Agreement and the highest professional standards and practices, and any additional guarantee or warranty specified in the description of Services set forth in Exhibit A. If, during the performance of the Services or within one (1) year following completion thereof, the Services fail to meet such standards, Consultant shall promptly and timely (no more than five business days) furnish all remedial services and materials necessary to correct such deficiencies at Consultant's sole cost and expense. Consultant shall also be responsible for reimbursement of the Compact's losses related to such defective Services during the warranty period.

**4.2 Representations, Warranties and Continuing Covenants.** In performing its obligations hereunder during the term of this Agreement, Consultant represents and warrants that it shall: (i) exercise reasonable care to assure that its operations are prudently and efficiently managed; (ii) employ an adequate number of competently trained and experienced personnel to carry out the Services; (iii) spend such time in performing the Services as is reasonable and necessary to fulfill effectively its obligations under this Agreement; (iv) comply with all relevant industry standards and practices for the delivery of Services to the Compact; (v) comply with applicable laws and professional licensing requirements; and (vi) ensure that it validly owns or licenses all intellectual property used in the performance of the Services, with a right to sublicense to the extent necessary, and that such licenses are maintained at all times during the term of this Agreement.

**4.3 Correction of the Services.** Consultant is required to correct in a prompt and timely fashion any Services rejected by the Compact. Consultant shall correct at its own cost and bear the expense of additional services performed to correct non-conforming Services. If Consultant fails to cure the default or produce a plan acceptable to the Compact (in its reasonable discretion) to cure the default in a prompt and timely fashion, the Compact may take over the Services or any separable part thereof, and complete the same or have the same completed at Consultant's expense. In taking over, the Compact shall have the right, for the purpose of completing the Services, to take possession of all equipment, supplies and materials belonging to Consultant and purchased or leased for the performance of the Services. For such purpose, this Agreement shall be construed as an assignment by Consultant to the Compact of said equipment, supplies and materials.

**4.4 Periodic Reporting.** Upon the request of the Compact, the Consultant shall promptly submit a report detailing the status of the Services including the progress toward achieving completion of any deliverables or project milestones. Additional reporting requirements may be set forth in Exhibit A.

## **SECTION 5 INTELLECTUAL PROPERTY MATTERS**

**5.1 Intellectual Property Rights; Work for Hire.** Consultant agrees that any work of authorship created or developed by Consultant during performance or delivery of services to the Compact, either individually or jointly with others, in the course of the rendering the Services to the Compact shall be deemed a "work for hire," and the exclusive property of the Compact. To the extent not deemed a "work for hire" by operation of law, with respect to any invention, trade secret, or work of authorship created or developed in the course of the rendition of services to the Compact, Consultant hereby irrevocably assigns, transfers, and conveys to the Compact all of Consultant's right, title and interest in such property, including but not limited to, all rights of patent, copyright, trade secret or other proprietary right in such property. Further, Consultant agrees to execute any documents or take any action reasonably requested by the Compact to perfect the Compact's ownership of any such property. Consultant further agrees that, to the best of its knowledge, all work created or developed by Consultant will be original and non-infringing.

5.2 **Dissemination of Information.** Consultant shall not disseminate any information, reports, information, data, etc., created, prepared, assembled or obtained in performance or delivery of Services to any third party without the prior written consent of the Compact. Consultant shall not issue publicity, advertising, news releases, grant press interviews or create or distribute social media regarding the Services or the Compact during or after the performance or delivery of the Services without the prior written consent of the Compact.

## SECTION 6 INSURANCE

Consultant shall, at its sole expense, procure and maintain the following insurance:

(a) Until completion of the Services:

i. Workers' Compensation and Employers' Liability Insurance covering *each and every worker employed in, about or upon the Services*, as provided for in each and every statute applicable to the Workers' Compensation and Employers' Liability Insurance.

ii. Commercial General Liability Insurance, written on an occurrence form including coverages for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.

iii. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Services with a minimum combined single limit of \$1,000,000 bodily injury and property damage, including Form MCS-90 and Broadened Pollution Coverage via ISO form CA9948 or its equivalent.

iv. Umbrella Liability Insurance covering over underlying General Liability, Auto Liability and Employers' Liability Insurance with a minimum limit of \$5,000,000.

v. Professional Liability Insurance covering Consultant's errors and omissions relating to the Services if the Services involve rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. Such insurance shall be provided at a limit of at least \$1,000,000. Such insurance may be maintained on a "claims made" basis but in such case it shall always be subject to a retroactive date that is effective prior to the effective date of this Agreement. Consultant will secure the required level of Professional Liability Insurance within 30 days of the effective start date of the Agreement. The Consultant will, at its sole expense, procure and maintain the policy.

(b) After the Services are complete:

i. Products and Completed Operations for limits of \$1,000,000/ occurrence;

\$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for three years.

ii. Professional Liability Insurance if the Services involves rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. with a limit of at least \$1,000,000 for three years.

The Compact reserves the right to refuse any exception to the standard limits and coverages if it is determined that the exception is not in the best interest of the Compact. Consultant's insurance companies are to be licensed as "admitted" carriers in Massachusetts with minimum acceptable A.M. Best ratings of "A" and size Class VIII, or as otherwise acceptable to the Compact, in its discretion. The Compact reserves the right of final approval of Consultant's insurance companies.

Consultant agrees to waive any rights of subrogation against the Compact, the Compact's Customers, Member Municipalities, and their respective employees, subcontractors, engineers, workers and agents. Consultant shall name the Compact and its officials and employees as additional insureds on its commercial general liability insurance, automobile liability insurance and umbrella liability insurance policies.

Consultant shall submit to the Compact, within thirty (30) days of the beginning of rendering Services, the insurance certificate(s) that indicate the coverages required by this Agreement. The insurance certificate(s) shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Consultant and Consultant shall in turn provide at least (thirty) 30 days advance notice of cancellation to the Compact. If the policy expires prior to completion of the Services, Consultant must submit replacement insurance certificate(s) prior to the policy expiration date. Failure to submit new certificates shall result in withholding payments and/or may lead to the termination of this Agreement. Consultant shall be solely responsible for tracking and reporting to the Compact the expiration of the policies shown on the insurance certificate(s) provided.

## **SECTION 7 INDEMNIFICATION BY CONSULTANT<sup>1</sup> AND DAMAGES FOR BREACH**

**7.1 Indemnification.** To the fullest extent allowed by law, Consultant (and its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) shall indemnify, defend, and hold harmless the Compact, the individual Member Municipalities (and all of the respective officials, officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns of the Compact and each individual Member Municipality), and all Customers from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, and/or judgments caused by, arising out of, or related to any act or failure to act of Consultant (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) related to this

<sup>1</sup> Note to Consultant: In accordance with guidance received from the Massachusetts Office of Attorney General, the Compact cannot indemnify private parties.

Agreement, including, but not limited to, any failure on the part of Consultant (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement on its part to be performed or complied with. Consultant's indemnification obligation includes claims related to the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation. Consultant's indemnification obligation is not limited in any way by the amount or type of damages or compensation payable by the Compact. Consultant agrees to pay all costs relating to indemnification claims, including reasonable attorneys' fees incurred in investigating and responding to claims, within thirty (30) days of receipt of a payment request.

**7.2 Duty to Mitigate.** Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

**7.3 Limitations.** NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Consultant acknowledges that the preceding sentence shall not limit the Compact's rights to seek indemnification from Consultant for consequential, punitive, or incidental damages or other such losses claimed by third parties.

**7.4 No Cap on Consultant's Liability.<sup>2</sup>** Consultant's liability under this Agreement shall not be limited to the value of the Services rendered under this Agreement; further, Consultant's liability shall not be limited by the availability of its insurance coverage.

## **SECTION 8 CHOICE OF LAW AND DISPUTE RESOLUTION**

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws. Any dispute that arises regarding this Agreement that cannot be resolved by informal negotiations shall be submitted to nonbinding mediation. If the parties cannot agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. Each Party shall bear its own mediation costs. Injunctive relief may be sought by either Party without resorting to mediation to prevent irreparable harm. Exclusive venue for any judicial proceeding involving a dispute arising from this Agreement shall be Barnstable County Superior Court, Massachusetts. In any judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including, but not limited to, attorneys' fees arising from the civil action. "Prevailing Party" means the Party who most substantially prevails in its claims or defenses in the civil action. Consultant shall diligently carry on the Services and maintain the project milestone schedule during any dispute resolution proceedings, unless otherwise agreed to by the Compact in writing.

---

<sup>2</sup> Note to Consultants: The Compact does not accept liability caps as a matter of public policy, and the constitutional prohibition on providing private parties with indemnification rights may also apply.

## SECTION 9 ASSIGNMENT AND SUBCONTRACTING

Except as expressly permitted in Exhibit D, none of the Services shall be subcontracted or assigned, in whole or in part, without the prior written approval of the Compact, in its sole discretion. No subcontract or assignment shall relieve or discharge Consultant from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. Consultant shall provide prompt notice to the Compact of any such permitted subcontract or assignment, together with the name and address of the assignee, and a copy of the subcontract or assignment instrument.

## SECTION 10 CONFIDENTIALITY AND CUSTOMER INFORMATION

**10.1 Confidentiality.** Through the term of this Agreement, the Parties may share certain confidential or proprietary information with each other. The Parties agree not to use this information for any purposes other than as needed to meet their respective obligations under this Agreement and to protect such information to the same standards as each Party holds its own confidential or proprietary information. The disclosure and use of such information shall also be governed by the Non-Disclosure Agreement entered into by the Compact and the Commonwealth Electric Company d/b/a NSTAR Electric dated May 10, 2001, and acknowledged by Consultant on **July 1, 2016** and any subsequent non-disclosure agreements in which the Compact is a party and that involves the Services or obligations under this Agreement.

**10.2 Customer Information.** To the extent Consultant (or its subcontractors or any other party acting by or on behalf of Consultant) is provided or has access to Customer information, the following provisions apply: Consultant warrants and represents that the Consultant and its subcontractors and all other persons or entities having access to the Customer information by or through the Consultant have the appropriate safeguards in place to prevent the disclosure or use of any Customer information received from the Compact or its Customers, and further agrees to use such information solely for the purpose of performing Services for the Compact under this Agreement. Such safeguards shall include, without limitation, security policies, tools and processes restricting access to such Customer information to persons on a need-to-know basis, adequately training and notifying its employees and contractors of the restrictions associated with such information, identifying and correcting any impermissible use or disclosure, and immediately reporting any such use or disclosure. Consultant also agrees to comply with all applicable state, federal and local laws, regulations, codes and policies regarding the protection of Customer information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, G.L. c. 93H and the regulations promulgated thereunder (including, without limitation, the maintenance of a Written Information Security Program in accordance with 201 C.M.R. 17.00 et seq.). Upon the request of the Compact, the Consultant shall provide the Compact with detailed information and documentation regarding such safeguards, and with certifications regarding the same by an authorized officer of the Consultant, and the Compact shall have the right to monitor and audit the compliance of the Consultant at any time with the requirements of this provision. All such Customer information shall be returned to the Compact upon the Compact's request (or destroyed if so directed by the Compact), and the Consultant shall retain no copy or other record thereof. Consultant shall give immediate notice to the Compact of any incident that may cause such Customer information to

be disclosed or otherwise used in an unauthorized manner. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure/use, the measures taken and to be taken to retrieve and restore the Customer information and/or to otherwise prevent the unauthorized use or disclosure of the Customer information. Consultant shall, at its sole cost, cooperate fully with the Compact and, as necessary, any law enforcement, regulatory authority, insurance carrier, auditors, attorneys and other parties in the investigation and evaluation of such incident, and shall implement at its sole cost any remedial measures recommended by any such parties as approved by the Compact. The Customer information shall remain confidential in all circumstances.

## **SECTION 11 MISCELLANEOUS**

**11.1 Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Consultant to:

MJ Jenson  
 Director of Finance and Administration  
 Synapse Energy Economics, Inc.  
 finance@synapse-energy.com

if to the Compact to:

Margaret T. Downey  
 Compact Administrator  
 Cape Light Compact  
 P.O. Box 427  
 Barnstable, MA 02630  
 mdowney@barnstablecounty.org (email)

Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. Either Party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the Party of the obligation to provide notice as specified above.

**11.2 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. To the extent any of the exhibits to this Agreement contain terms that conflict with the

terms set forth in the main body of this Agreement, the language in the exhibits shall be disregarded. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

**11.3 Independent Contractor; No Joint Venture.** Consultant will perform all Services under this Agreement as an independent contractor. Consultant understands and agrees that none of its employees are Compact or County employees by virtue of entering into this Agreement. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Compact and Consultant hereunder are individual and neither collective nor joint in nature.

**11.4 Joint Workproduct; Independent Counsel.** This Agreement shall be considered the workproduct of both Parties hereto. Each Party acknowledges that it has been represented by independent counsel or has had the opportunity to seek counsel in connection with this Agreement and all matters pertinent to it, and each Party waives the benefit of the rules of construction providing that an agreement should be construed against its drafter.

**11.5 Waiver.** No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

**11.6 Records; Audit.** Consultant shall maintain books, records, and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under this Agreement. Consultant agrees that the Compact may audit Consultant's books, records, and other compilations of data associated with the performance of this Agreement to ascertain that the payments requested by Consultant represent the value of the Services. All records shall be kept for a period of six (6) years commencing 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 retention period, all records shall be retained until the completion of the action and resolution of all issues resulting therefrom, or until the end of the retention period, whichever is later.

**11.7 Solicitation.** Consultant shall not solicit work from a Customer for two (2) years following termination of this Agreement for any reason, unless Consultant can prove that it has a pre-existing relationship with such Customer. For purposes of this section, "pre-existing relationship" means a relationship pursuant to which Consultant performed services for the Customer prior to performing services for that Customer under an energy efficiency services program run by the Compact, the Commonwealth Electric Company d/b/a Eversource Energy, or any other utility. Consultant may directly perform services for a Customer if such Customer has solicited Consultant. Consultant shall not engage in targeted solicitations using Customer information obtained as a result of its performance of the Services or otherwise related to this

Agreement. The prohibitions in this section shall not apply to general marketing campaigns of Consultant.

**11.8 Headings and Captions.** The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing this Agreement.

**11.9 Political Activity Prohibited.** None of the services to be provided by Consultant hereunder shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or in connection with any referendum question or legislative or grass-roots lobbying activities.

**11.10 Anti-Boycott Warranty.** Consultant hereby warrants that, during the term of this Agreement, neither it nor any "affiliate of the Consultant," as hereafter defined, shall participate in or cooperate with an international boycott, as defined in 26 U.S.C.A. §999 (b) (3) and (4), or engage in conduct declared unlawful by G.L. c. 151E, §2. An "affiliate of the Consultant" shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by Consultant, or by a person or persons or business entity or entities that directly or indirectly own at least 51% of the ownership interests of Consultant.

**11.11 Non-Discrimination in Employment and Affirmative Action.** Consultant shall take affirmative action to ensure that its employees, and any member of the public eligible for service under the Energy Efficiency Plan, are treated without regard to race, color, sex, marital status, sexual orientation, age, religion, national origin, ancestry, handicap, disability, or veteran status. Consultant agrees to comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and in public accommodations.

**11.12 Procurement Process.** The Agreement is intended to be a contract for "energy" and/or "energy related services" within the meaning of G.L. c. 30B, §1(b)(33) and therefore this Agreement is exempt from the competitive procurement procedures set forth in G.L. c. 30B. It shall be the Compact's obligation to comply with submission and reporting requirements of G.L. c. 30B, §1(b)(33). The Compact did procure these services in a competitive manner.

**11.13 Third-Party Beneficiaries.** The County and each individual Member Municipality is an intended third-party beneficiary of this Agreement, entitled to the full rights of this Agreement.

**11.14 Savings Clause.** If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**11.15 Survival of Obligations.** Termination of this Agreement for any reason shall not relieve either Party of any obligation accrued or accruing prior to such termination. In addition, the terms of Section 7 (Indemnification) and Section 8 (Dispute Resolution) and any other term that by its nature should survive, shall survive the expiration of termination of this Agreement.

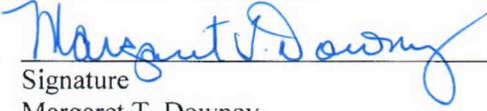
11.16 **Counterpart Execution; Scanned Copy.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the effective date first above written.

CONSULTANT

CAPE LIGHT COMPACT

  
\_\_\_\_\_  
Signature  
Print Name: Bruce Brewald  
Title: CEO  
7/15/2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Margaret T. Downey  
Compact Administrator/Chief Procurement Officer  
7/21/16  
\_\_\_\_\_  
Date

BARNSTABLE COUNTY, as *Fiscal Agent for the Cape Light Compact*:

\_\_\_\_\_  
Mary Pat Flynn  
Chair  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sheila Lyons  
Vice Chair

\_\_\_\_\_  
Leo G. Cakounes  
Commissioner

**LIST OF EXHIBITS**

- Exhibit A - Services
- Exhibit B - Compensation
- Exhibit C - Background Check Policy - N/A
- Exhibit D - Pre-approved Contractors - N/A
- Exhibit E - Confidentiality Agreement

# Energy Efficiency & Forward Capacity Market Technical Support Services

A Proposal for 2016-2018 Services

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Prepared for the Cape Light Compact

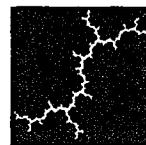
June 8, 2016

Contact:

Doug Hurley, Principal Associate

617-512-2721

dhurley@synapse-energy.com



**Synapse**  
Energy Economics, Inc.

485 Massachusetts Avenue, Suite 2  
Cambridge, Massachusetts 02139

617.661.3248 | [www.synapse-energy.com](http://www.synapse-energy.com)

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# 1. INTRODUCTION

The Cape Light Compact (Compact) requires technical support services for its energy efficiency program, as well as its related participation in the ISO New England Forward Capacity Markets (FCM). The contract(s) for these services are scheduled to begin on July 1, 2016 and continue through December 31, 2018, with an option to extend in one or two year increments for up to an additional three years (through December 31, 2021).

Synapse Energy Economics, Inc. (Synapse) proposes to assist the Compact with energy efficiency program planning, design, development, administration, evaluation, and reporting. Synapse will assist the Compact with continued implementation of its current 2016-2018 Three-Year Energy Efficiency Plan, including preparing any modifications to its plan, and calculating the associated energy efficiency surcharge. In addition, Synapse will assist the Compact with analyzing and reporting the results of the 2016-2018 Three-Year Plan, including assisting with regulatory reporting to the Energy Efficiency Advisory Council (EEAC) and the Massachusetts Department of Public Utilities (DPU). Synapse will assist the Compact with developing its 2019-2021 Three-Year Energy Efficiency Plan, including developing program budgets and program goals, screening programs and measures for cost-effectiveness, and assisting with regulatory reporting to the EEAC and the DPU. In addition, Synapse will assist the Compact in its participation and reporting related to the FCM.

Synapse's project team is uniquely qualified to perform this work. We have been providing these services to the Compact for over a decade and have been an integral part of developing and refining its approaches to meeting Massachusetts' aggressive energy efficiency targets. Throughout this period, our project team has gained a strong familiarity with the Compact's procedures, the characteristics of its unique service territory and function as a municipal aggregator, and its specific needs. We have been able to streamline many tasks to achieve efficiencies and we continue to seek out new and improved approaches. For instance, in support of the 2016-2018 Three-Year Energy Efficiency Plan, Synapse created a Cash Flow Model that combines all of the Compact's revenue and expenditure information to more quickly and accurately forecast and report the Compact's spending and cost recovery needs. At the same time, Synapse as a whole has maintained a position at the forefront of the energy consulting industry when it comes to developing new and emerging best practices on many of the topics that directly affect the Compact. These include cost-effectiveness screening, rate and bill impact analyses, research on energy efficiency policies and best practices in other jurisdictions, and many others. While the Compact is already familiar our previous work, we provide in this proposal a sampling of the many technical support projects we provide for our clients, both for energy efficiency in general and those specific to forward capacity markets.

Our project team will be led by Doug Hurley and Erin Malone. They will communicate regularly with Compact staff and will lead discussions of assumptions, methods, and objectives early on to ensure that deliverables are completed on time and in a manner that meets the Compact's needs. The senior members of our staff are accustomed to preparing and documenting their analyses with the level of



detail and transparency required in litigated proceedings, and have provided expert testimony on the key issues identified by the Compact in numerous proceedings throughout the United States.

## 2. PROPOSED APPROACH

### 2.1. Project Management Approach

Doug Hurley will serve as Synapse's project manager for this work. He will manage both the overall project, as well as all FCM-related tasks. Erin Malone will assist Doug by managing all of the energy efficiency-related tasks.

Doug will be the primary liaison with the Compact for this project, and will be responsible for developing a clear work plan, overseeing the project team, and ensuring that deliverables are provided on schedule and to the satisfaction of the Compact. Our understanding is that Maggie Downey will serve as the primary point of contact for the Compact for this project.

As noted above, Synapse places a strong emphasis on project management practices. We believe it is essential to:

- **Communicate regularly** throughout the project. Both Doug and Erin will provide the Compact with project status updates on a frequent basis.
- **Identify key assumptions, technical methodologies, and deliverable outlines** early in the project, to the extent possible. Synapse proposes to work with the Compact to determine a process and a schedule for approving these critical components well before a regulatory filing.
- **Thoroughly review our work.** Synapse uses an internal peer-review system to ensure that our analyses are highly defensible in litigated cases and public forums. We also make a point of hitting interim deadlines so that our clients have sufficient time to review and provide feedback on work products.
- **Be flexible and responsive to changes** as they arise. We understand that the scope, timing, and/or the nature of deliverables often evolve throughout the course of a project, for a variety of reasons. With your approval, we will adapt our approach to meet the changing needs of your project.

### 2.2. Project Plan and Deliverables

The Compact is seeking a technical support services vendor as part of its current (2016-2018) and upcoming (2019-2021) Three-Year Energy Efficiency Plans, to support the Compact's energy efficiency planning and reporting requirements, as well as its related participation in ISO New England's Forward Capacity Market.



Synapse has the technical expertise, skills, and experience to be able to perform the requested services, and is familiar with the territory and operations of the Cape Light Compact. In addition, Synapse is capable of acting as technical representative for the Compact in certain statewide meetings and venues.

Synapse has been involved in the Massachusetts energy efficiency regulatory environment for decades, and has a thorough working knowledge of the existing Massachusetts Three-Year Energy Efficiency plans, programs, data, and reporting requirements, including the Massachusetts Technical Reference Manual. For over 10 years, Synapse has performed a variety of computational energy efficiency analyses using several Compact sources for regular monthly, quarterly, and annual reporting, as well as on an ad hoc, as-needed basis. Synapse proposes to continue creating and maintaining regulatory reports for the EEAC, DPU, and ISO New England through data extracts from the Compact's energy efficiency database, the Energy Efficiency Collaboration Platform (EECP), and the Compact's financial software, MUNIS.

Synapse is also familiar with the function and participation requirements of the FCM. Doug was the lead client representative during the settlement talks that negotiated for the inclusion of energy efficiency as an FCM resource, and thus is intimately familiar with all of its market rules, procedures, and manuals. Synapse has been assisting the Compact with its participation in the FCM since the transitional period back in 2008, and has helped the Compact participate in all 10 auctions held so far, as well as qualification for the eleventh auction.

Synapse is willing and able to interact with Compact management and staff on an ongoing and as-needed basis for reporting, three-year planning, internal tracking, as well as development of the Compact's budget, income, and expenses. Synapse proposes to continue being available for ad-hoc analyses and advisory requests, and will deliver regular updates to Compact management on activities and services provided, on a timeline agreed to with Compact management.

In the sections that follow, we explain our proposed approach to each of the services requested by the Compact. This section is intended to provide a conceptual overview demonstrating Synapse's understanding and ability to meet the Compact's stated objectives. Synapse will employ creative approaches to completing each of these tasks, utilizing the latest technology available to meet these objectives.

### **Task 1: Assist in the Development of the Compact's Three-Year Energy Efficiency Plans and Associated Energy Efficiency Reconciliation Factor**

Synapse proposes to continue assisting the Compact in planning and implementing the 2016-2018 Three-Year Plan throughout 2016, 2017, and 2018. This includes participation in all updates to the plan, such as Mid-Term Modifications (MTM) to the EEAC and/or the DPU, as well as annual Energy Efficiency Reconciliation Factor (EERF) filings that recover the costs associated with implementing the plan.<sup>1</sup> MTMs

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<sup>1</sup> While the Compact's RFP addressed EERF filings as part of data reporting requirements section, we consider it to be a planning activity because it sets future rates to collect expected expenditures. As such, we address it in this section on planning activities.



may occur in each year of the plan, and would update the budget, savings, and/or benefits for the remainder of the three-year term, not just for the plan-year in which the MTM is filed.

Synapse will also assist the Compact in the development of its 2019-2021 Three-Year Energy Efficiency Plan, beginning in 2017. This includes developing program budgets and goals from Compact inputs, screening programs and measures for cost-effectiveness, operating the Compact's benefit-cost ratio (BCR) model, populating plan data tables consistent with statewide templates, and coordinating with Compact managers and staff on content and analyses. Synapse will also prepare the 2019 EERF filing as part of the 2019-2021 Three-Year Plan Filing. Synapse will participate in the DPU's regulatory proceedings associated with the plan, including responding to discovery requests, providing expert testimony during hearings, and drafting briefs or comments as needed.

For all plan and EERF related filings, Synapse will complete the associated tasks using the BCR model developed on a statewide basis, and customized to fit the Compact's internal tracking needs. Examples of modifications include separate sub-initiatives for municipal and non-municipal commercial and industrial customers. To complete the BCR model, Synapse will apply the most recent Technical Reference Manual, and work with the Compact and the Massachusetts Program Administrators (PAs) to ensure all inputs and assumptions are accurate and consistent with statewide efforts.

We will also rely on the Cash Flow Model developed by Synapse for the Compact's current planning and reporting requirements. The Cash Flow Model is an Excel-based tool that tracks and analyses the Compact's actual and planned expenditures, revenue, and sales. This information is used in the model to allocate costs to each program, format expenditure data to complete the statewide data tables, calculate the EERF required to make the Compact financially whole, analyze the rate and bill impacts resulting from the proposed EERF, and determine whether the Compact is required to file a mid-term modification to the plan. The Cash Flow Model has been successfully used and modified over the past two years to complete the Compact's regulatory filings. It is a notable improvement over previous processes for regulatory reporting, which relied on many different inputs and models. The Cash Flow Model allows Synapse to quickly, efficiently, accurately, and flexibly complete regulatory filings and respond to the Compact's ad hoc requests. Its creation demonstrates Synapse's ability to creatively utilize technology to meet the Compact's objectives.

In addition, Synapse expects to host, on an annual and as-needed basis, an "EE Day" where the Compact and Synapse staff discuss various issues related to energy efficiency programs. These half- or full-day meetings will focus on topics of interest to the Compact, such as integrating demand response initiatives into the Compact's plan, or the latest technology or program designs to utilize in the 2019-2021 Three-Year Plan. Synapse will invite internal experts such as Tim Woolf to join these meetings to maximize information sharing between the Compact and Synapse. Synapse held such a meeting in May 2016 with great success, and feels it will be beneficial to the Compact to continue such meetings in the future.

In partnership with Compact staff, Synapse will investigate other ways to creatively streamline and improve the planning processes and communications with the Compact. Options could include an on-line document sharing portal such as Box, Drop Box, or Google Drive to provide easy access to the final



filed versions of all planning documents and files. Synapse regularly strives to, and will continue efforts to, streamline and improve data processing and planning using Excel modeling techniques. Synapse is open to employing other creative options and improvements that are agreeable to the Compact and result in the best use of the Compact's and Synapse's systems, time, and budget.

### ***Deliverables***

For the 2017, 2018, and 2019 EERF filings, Synapse will prepare DPU filing requirements, including EERF calculation worksheets, and rate and bill impacts. Synapse will also assist the Compact in explaining any changes from the 2016-2018 planned values, and will provide internal supporting analysis and calculations, such as the Cash Flow model and ad hoc workbooks.

Should the Compact require an MTM in 2016, 2017, and/or 2018, Synapse will prepare EEAC and/or DPU filing requirements, including the updated BCR model, data tables, and any additional analysis needed to support the MTM. Synapse will also assist the Compact in explaining the need for the MTM, and will provide internal supporting analysis and calculations, such as the Cash Flow model and ad hoc workbooks.

For the 2019-2021 Three-Year Plan, Synapse will prepare DPU filing requirements, including the BCR model, data tables, rate and bill impacts, and any additional analysis needed to support the plan. Synapse will also assist the Compact in explaining any Compact-specific program elements, and will provide internal supporting analysis and calculations, such as the Cash Flow model and ad hoc workbooks.

### ***Key Deadlines***

Synapse will work with the Compact to meet all internal and statewide deadlines for any MTMs, EERF filings, and the 2019-2021 plan filing. Synapse will continue to work with the Compact to respond to any discovery questions or other follow-up activities after a filing is made. As each deadline nears, Synapse will develop internal schedules with the Compact that allow for multiple draft reviews, quality assurance and quality control, and final review and edit. The specific planning deadlines known at this time are provided below.

- 2016-2018 Three-Year Plan
  - 2016 MTM, Summer and/or Fall of 2016: review and file informational-only 2016 MTM with EEAC and DPU addressing adjustments to the Residential Behavior core initiative and demand response offering.
  - 2017 EERF, September through November 2016: work with the Compact to develop expected costs, revenues, and sales for the remainder of 2016 and all of 2017. File requested 2017 EERF with the DPU on November 1, 2016.
  - 2017 MTM, Summer and/or Fall of 2017: review and file MTM with EEAC and/or DPU if needed.



- 2018 EERF, September through November 2017: work with the Compact to develop expected costs, revenues, and sales for the remainder of 2017 and all of 2018. File requested 2018 EERF with the DPU on November 1, 2017.
- 2018 MTM, Summer and/or Fall of 2018: review and file MTM with EEAC and/or DPU if needed.
- 2019-2021 Three-Year Plan
  - September 2017-April 2018: meet with key stakeholders and coordinate with other PAs on planning assumptions and goals
  - April 30, 2018: file the first draft of the plan with the EEAC
  - Summer 2018: file additional drafts of the plan with the EEAC
  - October 31, 2018: file the final plan with the DPU, including the 2019 EERF
  - December 2018: file any modifications to the final plan with the DPU, if necessary
  - February 2019: file a compliance filing as needed depending on the DPU's order on the plan. Note that this deadline is after the expected termination of the proposed contract length (December 31, 2018). However, Synapse would be happy to fully complete the 2019-2021 Three-Year Plan filing with the DPU through a contract extension with the Compact that allows Synapse to continue providing these services to the Compact.

## **Task 2: Manage the Compact's Energy Efficiency Data Reporting Requirements**

Synapse proposes to continue providing to the Compact several reports summarizing the Compact's ongoing efficiency program activities. These reports will be provided on a periodic basis, in a timely fashion, and in a format determined by the Compact. All reports will be provided in electronic formats (e.g., PDF, Word, Excel, and others as appropriate), so that they can be posted on the Compact's websites and exchanged via email if desired.

The reports will rely on data extracts from the Compact's energy efficiency database (EECP) and the Compact's financial software (MUNIS). EECP has been in use since January 2016. Throughout 2016, Synapse will continue to assist the Compact in its transition to this new database ensuring that data outputs have been fully vetted for quality control and are formatted to meet regulatory requirements.

The reports that Synapse expect to prepare are the Monthly Data Dashboards, the Quarterly Reports, the Plan-Year and Term-Year Reports, and other miscellaneous internal and external reports. Each of these reports is described in detail below.

Synapse will prepare and submit the Compact's **Monthly Data Dashboard** to the EEAC, consistent with EEAC requirements and statewide processes. The Monthly Data Dashboard summarizes total expenditures, participants, capacity savings, and energy savings at the customer sector level through the



current month of the year. Synapse sends this report to the other PAs for statewide roll-up, and the statewide version is then presented to the EEAC during its monthly meetings held on the third Tuesday of every month.

Synapse will prepare and submit the Compact's **Quarterly Reports** to the EEAC, consistent with EEAC requirements and statewide processes. More detail is included in the Quarterly Report than in the Monthly Data Dashboard. The Quarterly Report summarizes expenditures, participants, savings, and benefits for each program by budget, saving, and benefit categories through the most recent calendar quarter. Synapse sends this report to the other PAs for statewide roll-up, and the statewide version is then presented to the EEAC during its monthly meetings held the third Tuesday of every month. The Quarterly Report process is mostly the same as the Monthly Data Dashboard process, and the Quarterly Report replaces the Monthly Data Dashboard in months that represent the end of a quarter (months with data for March, June, September, and December). The only difference is that Synapse will perform an additional step to share all Quarterly Reports through an online data repository, known as the Mass Save Data (MSD) website. On a quarterly basis, Synapse will upload the Quarterly Report and other quarterly data reports (such as the greenhouse gas report and the Home Energy Assessment report) to the MSD website.

Synapse will assist the Compact in preparing its **Plan-Year and Term-Year Reports** to the DPU. These reports summarize the Compact's annual and cumulative performance during a three-year plan, including detailed actual results, comparison of actuals to planned, and explanations for significant variances between planned and actuals. The information will be provided in a format that is consistent with the DPU's requirements. Synapse will coordinate the development of these annual reports in collaboration with Compact staff, and will prepare the BCR model and data tables filed with the report. The specific report filings that Synapse will work on during the 2016-2018 timeframe include the 2013-2015 Term-Year Report, the 2016 Plan-Year Report, and the 2017 Plan-Year Report.

Regarding the 2013-2015 Term-Year Report, Synapse has already been working with the Compact on this report during the first half of 2016, and expects to continue these efforts. Synapse is prepared to participate in the DPU's regulatory proceedings associated with this filing, including responding to discovery requests, providing expert testimony during hearings, and drafting briefs or comments as needed.

Synapse will also provide the Compact with **miscellaneous internal and external reports** as requested periodically by the Compact Governing Board, Compact staff members, and regulatory agencies. Such reports include but are not limited to the current Monthly Revenue and Expenditures Report provided for the Compact's monthly Production Meetings, the current Expenditures Comparison to Budget Report provided to the Compact Governing Board for its monthly meetings, and the quarterly Sales and Customer report provided to the Compact staff.

Synapse will investigate ways to creatively streamline and improve the reporting processes and communications with the Compact. Options could include an on-line document sharing portal such as Box, Drop Box, or Google Drive to provide easy access to the final filed versions of all reports. Synapse



regularly strives to streamline and improve data processing and reporting using Excel modeling techniques. Synapse is open to employing other creative options and improvements that are agreeable to the Compact and result in the best use of the Compact's and Synapse's systems, time, and budget.

### ***Key Deadlines & Deliverables***

Synapse will work with the Compact to meet internal and statewide deadlines for all reporting requirements. Synapse will continue to work with the Compact to respond to any discovery questions or other follow-up activities after a filing is made. As each deadline nears, Synapse will develop internal schedules with the Compact that allow for multiple draft reviews, quality assurance and quality control, and final review and edit. The specific reporting deadlines known at this time are provided below.

- **Monthly Data Dashboard:** Synapse will submit an Excel workbook for statewide roll-up by the second Tuesday of every month through the end of 2018. Note that the November 2018 Data Dashboard will likely be filed in January 2019, which is after the expected termination of the proposed contract length (December 31, 2018). However, Synapse would be happy to fully complete 2018 reporting through a contract extension with the Compact that allows Synapse to continue providing these services to the Compact.
- **Quarterly Reports:** Synapse will submit an Excel workbook for statewide roll-up by the second Tuesday of the month on a quarterly basis through the end of 2018. Note that the Q4 2018 report will likely be filed in February 2019, which is after the expected termination of the proposed contract length (December 31, 2018). However, Synapse would be happy to fully complete 2018 reporting through a contract extension with the Compact that allows Synapse to continue providing these services to the Compact.
- **Plan-Year and Term-Year Reports:** Synapse will prepare DPU filing requirements, including the BCR model, data tables, and any additional analysis needed to support the reports. Synapse will also assist the Compact in explaining any significant program variances and compiling the report documentation, and will provide internal supporting analysis and calculations, such as the Cash Flow model and ad hoc workbooks.
  - 2013-2015 Term-Year Report: August 1, 2016
  - 2016 Plan-Year Report: Spring/Summer 2017
  - 2017 Plan-Year Report: Spring/Summer 2018

### **Task 3: Representation on Statewide Technical Subcommittees**

Synapse has a proven track record of coordinating with the other PAs on the Compact's behalf in the highly collaborative statewide process surrounding each three-year plan and related reporting activities. We will, at the Compact's direction and discretion, participate in, and/or represent the Compact on, various statewide technical subcommittees and working groups as necessary to support operation of the Compact's BCR model, development of data tables, and any other statewide reporting requirements and filing components. Synapse has participated in many of these meetings in the past, and considers its



future participation crucial to continue accurately completing the Compact's filing. Some of the primary statewide working groups are discussed in detail below.

The **Common Assumptions Meetings (CAMs)** are a forum where PAs review assumptions included in their plans and reports in an effort to harmonize them to the greatest extent practicable, thereby reducing variances among themselves. Through CAMs, the PAs develop and consistently apply assumptions, including assumptions related to the calculation of savings and benefits and the manner by which evaluation results are applied, including non-energy impacts. The group primarily focuses on the inputs and design of the BCR model, including incorporation of evaluation results via the technical reference manual and new avoided energy supply costs study results as they become available. CAMs are typically held in person the fourth Tuesday of every month, with additional supplemental calls as needed. Synapse has attended every CAM on the Compact's behalf since the first CAM in 2012 for the development of the 2013-2015 Three-Year Plan. Synapse will continue to attend CAMs on the Compact's behalf in the future.

The **Tables Group** is a sub-set of the CAMs, and is where PAs discuss and decide on common templates for presenting planned and reported data (e.g., the data tables). This group meets via phone, email, and in person on an as-needed basis, usually coinciding with a DPU plan or report filing or in relation to other working group's needs. For the past few years, Synapse spearheaded development of the planning and reporting data tables. Synapse has developed, for statewide use, templates for the three-year plan tables, participant bill impacts, plan-year reports, term-year reports, and vendor invoice summary tables. These templates have enabled Massachusetts as a whole to reduce administrative costs by allowing PAs to quickly, easily, and accurately update their filed data and then roll-up their individual data to statewide summaries. Synapse has received considerable praise and appreciation from other PAs on the success, usefulness, and aesthetics of these templates, which serves to help the Compact in statewide interactions. Such efforts reflect Synapse's ability to creatively address reporting requirements using advanced Excel features.

The newly formed **Costs Review Working Group (CRW)** provides a forum for discussions related to costs and PA coordination on costs. The group focuses on categorization of sponsorships and subscriptions, updates to the Cost Categories spreadsheet, creation of cost guidance documentation, invoice summary tables, and other cost categorization issues as they arise. The CRW has met twice so far, and is expected to meet on an on-going, as-needed basis. Synapse has participated in the CRW meetings in person, and will continue to do so on the Compact's behalf.

The **Planning and Analysis Working Group (PAG)** was formed to address issues that do not belong in other working groups (particularly those related to regulatory issues and data tables) and to consolidate EEAC consultant requests. The PAG used to meet more regularly, but now meets on an as-needed basis. Synapse has participated in PAG meetings in person and via phone in the past, and will continue to attend on the Compact's behalf when the group is discussing data analysis, statewide consistency, and regulatory reporting.



The **Database Working Group** intends to improve the energy efficiency data available on the Mass Save Data website (MassSaveData.com). In the past, the group has addressed development and improvement of the MSD website, stakeholder requests for additional data, and data management on the MSD website including a geographic analysis. For the future, the group expects to discuss participant definitions, HEAT Loan data, and improvements to the overall look and feel of the MSD website. This group primarily communicates via email, with phone calls and meetings convened as necessary. Synapse has been tangentially involved in the Database Working Group, participating when the group's decisions and outcomes relate to the Compact's data reporting on the website. Synapse will continue this role going forward, and will continue to be responsible for uploading the Compact's data to the MSD website.

In addition, Synapse expects to participate on the Compact's behalf in **other, ad hoc efforts** convened statewide, as necessary. This could include performing additional statewide work for the Massachusetts PAs on the Compact's behalf, such as with the Tables Group.

#### **Task 4: Forward Capacity Market Technical Support Services**

Participation in the ISO New England's FCM with an energy efficiency resource can be categorized into four types of activities: qualification for each Forward Capacity Auction (FCA), annual and monthly reconfiguration, performance reporting, and ongoing monitoring tasks. Synapse proposes to deliver all four of these services to the Compact, as well as assist with any ad-hoc requests from the ISO New England.

##### FCA Qualification

Each February, the ISO New England begins the qualification process for the upcoming FCA. The time period covered by this proposal—July 2016 through December 2018—will involve the remaining qualification events for FCA-11, the entire qualification and participation process for FCA-12 and FCA-13, as well as most of the qualification process for FCA-14. Synapse proposes to assist the Compact with each major phase of the FCA qualification process within the timeframe of this proposal, as briefly described in Table 1 below.



**Table 1: Qualification process for each FCA**

<b>Event</b>	<b>Timeframe</b>	<b>Description</b>
<b>Existing Capacity Qualification</b>	February	Synapse will review the summer and winter existing capacity qualification values published by the ISO, and compare with our own calculation of expiring measures. If a challenge is necessary, Synapse will assist with the required documentation and submittal through the Forward Capacity Tracking System.
<b>Show of Interest</b>	April	Synapse will prepare a memo describing the ISO's recommended method for determining SOI values, based upon expected savings at the current average rate and a calculation of expiring measures. We will then offer to run several future growth scenarios based upon Compact requests, and recommend a set of SOI values. Synapse will prepare and submit the required Project Description Form.
<b>M&amp;V Certification</b>	May	Synapse will work with the Compact and their independent third-party auditor to provide the data necessary to complete the Annual Certification of Accuracy of Measurement and Verification. Synapse will submit this certification via email to the ISO.
<b>New Capacity Qualification</b>	June	Synapse will prepare initial drafts of all required forms, and ISO-proscribed PDF formats. We will explain and give recommendations for all required elections, such as offer price and capacity commitment period election. We also offer to update the SOI values if necessary, within the allowable 30% bandwidth. Synapse will submit all forms and all elections through the ISO FCTS system.
<b>Qualification Determination</b>	July – October	During the summer months, Synapse will assist the Compact in responding to any qualification questions that are posed by the ISO, as well as specifically contacting the ISO for explanation if required. When the ISO publishes their initial Qualification Notification Determination (QDN) at the end of September, Synapse will review the values and offer guidance. Synapse will also submit any necessary composite offers to align summer and winter values between new and existing projects.
<b>Auction</b>	The following February	Synapse will provide background information to the Compact regarding expected auction outcomes, and assist the Compact in participating in the auction. Participation occurs through a web-based auction system.

**Reconfiguration**

After each FCA concludes, Synapse will continue to monitor the obligations taken by the Compact for each upcoming commitment period, as well as current and expected future performance. In an effort to reasonably maximize FCM revenues without suffering undue risk of penalties, Synapse will, as necessary or available, assist with preparation for and participation in each of the events listed in the table below. It is critical to monitor monthly obligation values beginning with the commitment period starting on June 1, 2018, because the FCM Performance Incentive rules will be in effect. Participation in all



reconfiguration auctions and bilateral contracts occurs via web-based submittal system maintained by the ISO. The phases of the FCA reconfiguration process are briefly described in Table 2 below.

**Table 2: Reconfiguration process for each FCA**

<b>Event</b>	<b>Timeframe</b>	<b>Description</b>
<b>Annual Reconfiguration Auctions 1 &amp; 2</b>	3 years and 2 years in advance of commitment	To date, the Compact has not found a necessity or a reasonable opportunity to participate in these Annual Reconfiguration Auctions, which occur far in advance of the commitment period. If warranted, however, Synapse will be available to assist the Compact with participation in these auctions.
<b>Annual Bilateral</b>	7 months in advance of commitment	This past year the Compact, with Synapse's assistance, took advantage of an opportunity to earn revenue on excess performance through an annual bilateral contract with another Program Administrator. Synapse will continue to be available to assist in the exploration and submittal of such contracts as needed to either shed some portion of an obligation, or to obtain extra obligation.
<b>Annual Reconfiguration Auction 3</b>	3 months in advance of commitment	The final reconfiguration auction for each commitment period occurs each March. If the ISO deems that a participant has not yet met its performance obligation, it has the right to submit a demand bid on the participant's behalf at the starting price in the auction. Synapse will assist the Compact with all necessary communication with the ISO.
<b>Monthly Reconfiguration Auctions</b>	6 weeks in advance of each monthly commitment	Each month Synapse will submit monthly reconfiguration supply offers or demand bids, as necessary. The amount and price of such offers and bids will be discussed in advance, with the goal of reasonably maximizing FCM revenues without suffering undue risk of penalties.

#### Performance Reporting

Each month, Synapse will assist the Compact with all aspects of necessary reporting to the ISO. Routine monthly tasks will include all of the events identified in Table 3 below.



**Table 3: Monthly FCM Reporting Process**

<b>Event</b>	<b>Timeframe</b>	<b>Description</b>
<b>Data review and QC</b>	Monthly	Synapse will download monthly measure data from EECF and format it into a functional QC sheet. After performing our own preliminary review for outliers, we will distribute the QC sheet to Compact staff and indicate a deadline for data revisions.
<b>Upload to ISO</b>	Monthly	Synapse will upload revised monthly measure data into the ISO's new Energy Efficiency Measure database, as well as any and all required entries in the ISO systems. Entry is due by 1:00 pm on the third business day of each month, with revisions allowed for an additional two months. The ISO's requirements for these submittals are changing, but we will monitor and assist the Compact in any compliance with those changes.
<b>Audits</b>	Monthly	Synapse will submit monthly audit requests into the ISO Audit & Testing Tool during required months of each year.
<b>Critical Path Schedule Reports</b>	Quarterly	Each quarter the ISO requires the submittal of a Critical Path Schedule report indicating progress towards completion of each project that has cleared in an FCA. Synapse will prepare and submit each quarterly CPS report using the ISO's FCTS system.
<b>Energy Efficiency Forecast data</b>	Annual	Synapse will format annual report data into the ISO's required workbook, for submittal to their Energy Efficiency Forecast Working Group.
<b>Data Revisions</b>	Ad Hoc	As required, Synapse will revise data that has already been submitted to the ISO when errors are discovered. We will work with the Compact and the ISO to determine the most effective method for reconciliation.
<b>Dashboard and Calendar</b>	Monthly	Synapse plans to meet monthly with any and all relevant Compact staff to review both current performance and upcoming deadlines. This monthly check-in meeting will include a dashboard view of current savings and obligations, as well as a calendar view of upcoming FCM events.

**Monitoring and Ad Hoc Requests**

The ISO discusses clarifications or outright changes to reporting and participation rules at monthly Demand Resource Working Group meetings, as well as at the more formal Markets Committee meetings. More elaborate changes will involve multi-hour webinars led by ISO staff. Synapse will attend all such meetings as necessary to remain fully aware of all qualification, reporting, and participation guidelines. Because Synapse attends these meetings on behalf of several clients, we can offer this task to the Compact at a reduced cost.

Throughout the course of any year, we expect several ad hoc requests to arise, and we have budgeted an amount to assist the Compact with these requests. These requests could be explanations of FCM participation and revenues to auditors, Compact customers, or DPU staff. These requests could also be ad hoc requests from ISO staff.



In partnership with Compact staff, Synapse will investigate other ways to creatively streamline and improve the FCM reporting processes and communications with the Compact. Synapse regularly strives to streamline and improve data processing, planning, and reporting using Excel modeling techniques. As an example, Synapse developed and has continued to improve the QC sheet used in monthly reporting as a way to ensure the Compact's data is internally consistent. This demonstrates Synapse's ability to creatively respond to the Compact's needs while ensuring data accuracy. Synapse is open to employing other creative options and improvements that are agreeable to the Compact and result in the best use of the Compact's and Synapse's systems, time, and budget.

### **Services Not Included in Scope**

Numerous additional, ad hoc issues may arise during this project. In the past, additional needs in one task area corresponded with reduced needs in another task area, enabling Synapse to shift resources and remain within budget. However, in the event of an unplanned increase in the work effort required by Synapse, we are happy to discuss expansion in the scope of work described here, with corresponding changes in the budget.

#### Energy Efficiency

Synapse expects to complete the proposed planning and reporting activities within the budgets identified in the Pricing section below. Synapse has also budgeted time for other requests, ad hoc requests that may arise throughout the years. Synapse expects to be able to assist the Compact with any ad hoc requests, within budget limits. Synapse will notify the Compact if it expects to exceed the agreed upon budget for any reason.

#### FCM

Our proposed scope of work includes complete assistance with participation of the Compact's one energy efficiency resource in the FCM. We understand that the Compact, as part of the approval of its most recent three-year plan, is beginning installation of demand response projects. This proposal covers advice and assistance in considering whether such project can and should be aggregated and submitted to the ISO for participation in the FCM as a Demand Response Capacity Resource, separate from your existing energy efficiency resource. However, this proposal does not include the scope of work and budget necessary to qualify and perform on-going maintenance of such a demand response resource. We are happy to negotiate that effort as an addendum to this proposal.

## **3. SYNAPSE TEAM**

Doug Hurley, Synapse's project manager for this work, has led Synapse's work for the Compact since 2007 and is one of the region's top experts in navigating New England's wholesale markets. In addition to overall project management, he will take the lead on the Forward Capacity Market support tasks.



Senior Associate Erin Malone, who has been deeply involved in the Compact's energy efficiency program planning and reporting since 2012, will lead the energy efficiency program tasks. As needed, both Erin and Doug will rely on additional Synapse staff, most likely at the *Associate* level, to complete these tasks.

Our team is ready to begin work immediately, and has sufficient time available throughout the project timeframe to conduct the scope of work discussed in this proposal.

Brief bios for each key team member are provided below. Resumes can be found in Appendix A.

#### **Doug Hurley, Principal Associate**

Doug Hurley assists Synapse's clients in navigating the labyrinth of ISO and RTO market rules, especially regarding the participation of energy efficiency and distributed generation in wholesale capacity markets. His work includes representing the interests of consumer advocate, environmental, and renewable resource clients at numerous ISO-NE and PJM stakeholder meetings.

Doug was the lead client representative for three members of the New England Power Pool's (NEPOOL's) Alternative Resource (AR) sector in the Forward Capacity Market Settlement Conferences, which, with help from other parties, successfully included demand response and energy efficiency in the design of New England's capacity market. He served for five years as the vice-chair of NEPOOL's AR sector and has spent eight years actively advising numerous clients participating in the Forward Capacity Market with energy efficiency and distributed generation resources.

His other activities include analyzing the economics and environmental impacts of diesel backup generation units; preparing expert testimony on the forward-going economics of coal-fired units; analyzing economic dispatch models; analyzing economic and environmental implications of renewable portfolio standards and clean energy policy scenarios; and investigating electricity market price trends. He has testified before the New Hampshire Public Utilities Commission regarding their most recent Least Cost Integrated Resource Plan, and before the Massachusetts Department of Public Utilities regarding utility mergers and energy efficiency plans.

Prior to joining Synapse in 2004, Doug was the head of the West Coast research arm of a website hosting company, and spent seven years as a technology consultant for Ernst & Young. He holds a BS in electrical engineering from Cornell University.

#### **Erin Malone, Senior Associate**

Erin Malone specializes in assessing energy efficiency policy, program design, and implementation. Since joining Synapse in early 2012, much of her work has focused on energy efficiency cost-effectiveness, rate and bill impacts, participation analysis, performance incentives, and best practices for energy efficiency.

While at Synapse, Erin has focused on providing ongoing support to the Cape Light Compact (Compact)—the municipal aggregator for Cape Cod and Martha's Vineyard. She supports the Compact in the development of its annual reports, energy efficiency recovery rate filings, and issue-specific technical analyses. Erin has analyzed and reported the Compact's energy efficiency data, which requires



processing data from the Compact's database into tables for plans and reports and analyzing the results, preparing exhibits for the Compact's energy efficiency charge reconciliation filing, and drafting memos on key aspects of filings as needed to inform stakeholder review. She has also provided the Compact with policy support, which includes implementing key outcomes of Massachusetts Department of Public Utility (MA DPU) Orders, developing positions in open dockets, representing the Compact in stakeholder working groups, and providing expert testimony before the MA DPU.

Erin has coauthored a number of studies and played a key role in developing expert testimony relating to energy efficiency best practices. These products address topics such as properly and consistently applying energy efficiency cost-effectiveness tests to account for the full benefits of energy efficiency programs, as well as performance incentives, efficiency as an alternative to purchasing a coal-fired resource, and rate and bill impacts. Her previous work also includes developing a robust bill impact model, capable of being applied to each state across the country, and surveying several U.S. states on their cost-effectiveness practices and policies.

Prior to joining Synapse, Erin served as an economist in the Electric Power Division at the Massachusetts Department of Public Utilities, specializing in the review of electric utilities' energy efficiency activities. She holds a bachelor's degree in economics from Boston College, and is accredited as a LEED Green Associate.

## **4. SYNAPSE EXPERIENCE AND QUALIFICATIONS**

Synapse has extensive experience providing expert services to support our clients' involvement in both energy efficiency program-related regulatory processes and forward capacity markets. Below, we describe our capabilities and provide a sample of our project experiences in these areas.

### **Energy Efficiency Technical Support**

Energy efficiency constitutes a core area of Synapse's expertise. We assist clients with analyzing costs, energy savings, avoided costs, cost effectiveness, potential studies, rate and bill impacts, price suppression effects, economic and job impacts, and the regulatory policies used to promote and support energy efficiency resources. Our work benefits from a deep understanding of program design and evaluation, measurement, and verification (EM&V) practices; extensive research skills and knowledge of materials useful during portfolio ramp up, including goal setting and identification of potential; and practice integrating energy efficiency into long-term resource planning. At the Regional Transmission Organization level, we represent the interests of our public-sector clients to ensure proper treatment of energy efficiency, demand response, and distributed generation in system planning.



**Energy Efficiency Programs for the Municipal Aggregator on Cape Cod**

*Client: Cape Light Compact*

The Massachusetts restructuring law enables municipal aggregators to implement energy efficiency programs with funds raised from all customers through a system benefits charge. More than 13 years ago, Synapse designed the energy efficiency programs that are being provided by the Cape Light Compact, the municipal aggregator on Cape Cod. Since then, Synapse has assisted the Cape Light Compact (the Compact) with energy efficiency plan, annual report, and energy efficiency charge reconciliation filing preparation, including energy efficiency data reporting and analysis and policy support. Energy efficiency data reporting and analysis includes processing of data from the Compact's database into tables for plans and reports and analysis of the plans and reports, preparation of the exhibits for the energy efficiency charge reconciliation filing, and drafting of memos on key aspects of filings as needed to inform stakeholder review. Policy support includes implementing key outcomes of Massachusetts Department of Public Utility (MA DPU) Orders, developing positions in open dockets, representing the Compact in stakeholder working groups, and providing expert testimony before the MA DPU. Project ongoing.

**Support Rhode Island Consumer Advocate on Energy Efficiency**

*Client: Rhode Island Division of Public Utilities and Carriers*

Synapse provides technical and policy support to the Rhode Island Division of Public Utilities and Carriers. Much of the support includes full participation in the RI Energy Efficiency Collaborative. The work includes all aspects of energy efficiency program design, implementation, and review related to the Narragansett Electric programs, which are some of the most aggressive and successful efficiency programs in the United States. It also includes a comprehensive analysis of the rate, bill, and participation impacts of the energy efficiency programs. Project ongoing.

**Nova Scotia Demand-Side Management Plans**

*Client: Nova Scotia Utility and Review Board*

On behalf of the Nova Scotia Utility and Review Board, Synapse has reviewed various demand-side management plans filed by program administrators since 2008. Most recently, Tim Woolf submitted direct testimony to the Board on the EfficiencyOne 2016-2018 Demand-Side Management Plan. He reviewed the appropriateness of the budget and savings levels, addressing affordability, cost-effectiveness screening, and bill impact analyses. Mr. Woolf's testimony found that EfficiencyOne's plan was cost-effective and affordable, and could be expanded to reach higher energy savings levels without resulting in large or undue short-term rate increases. Project ongoing.



**New Jersey Clean Energy and Energy Efficiency Policies and Programs**

*Client: New Jersey Division of Rate Counsel*

Synapse provided expert advice on and analysis of energy efficiency and CHP programs offered by New Jersey's Clean Energy Program for the New Jersey Division of Rate Counsel. We reviewed, analyzed, and commented on various energy efficiency-related matters, including the state-administered programs' monthly performance, designs and budgets, avoided energy supply cost estimates, cost-benefit analyses, energy savings protocols, EM&V studies, and overall administrative structure. We also periodically reviewed and commented on New Jersey Energy Master Plans, and on a three-year energy efficiency program plan called the Comprehensive Resource Analyses. Project completed 2015.

**Support for NY REV Track 2: Changes to Regulatory Designs and Incentives Structures**

*Client: Natural Resources Defense Council*

The New York Public Service Commission has undertaken an ambitious initiative to improve system efficiency, empower customer choice, and encourage greater penetration of clean generation and efficiency technologies. Called the Reforming the Energy Vision initiative, or REV, this case is proceeding on two tracks. The focus of Track Two is to examine what regulatory changes in current regulatory, tariff, and market designs and incentive structures are needed to better align utility interests with achieving the PSC's objectives. Synapse is providing the Natural Resources Defense Council (NRDC) with analytical and policy expertise to help NRDC ensure that REV Track Two: (1) results in a regulatory and ratemaking model for New York that moves away from electricity as a commodity, (2) promotes the penetration of clean and renewable resources, (3) ultimately decarbonizes the electric sector, and (4) becomes a model for other jurisdictions. Synapse will assist NRDC in this matter by conducting and quantitative research and analysis to inform NRDC comments and proposals, developing and executing work plans for strategic engagement in REV Track Two, working with NRDC to draft submissions to the PSC, and otherwise participate in REV-related stakeholder processes, where required. Synapse also assisted NRDC with Track One issues. Project ongoing.

**Energy Efficiency Plan for Massachusetts Municipals**

*Client: Energy New England, Galligan Energy Consulting*

In Massachusetts, municipal light departments have historically had minimal requirements to implement energy efficiency programs in their towns, and only a few offer more than is required by the state commission. As a subcontractor to Galligan Energy Consulting, Synapse assisted in the development of a high-level, statewide efficiency plan that the municipal entities could further develop and implement, including suggested programs, costs, benefits, and rate impacts. Project completed November 2015.

**Product-Specific Benefit-Cost Ratio Modeling**

*Client: Various Energy Efficiency Industry Clients*

Synapse is currently assisting two energy efficiency technology firms—View Dynamic Glass and Outsmart—with adapting benefit-cost ratio models for their products to determine cost-effectiveness for ratepayer-funded efficiency programs. Projects ongoing.



## **Forward Capacity Market Technical Support**

Synapse has been helping clients engage in ISO New England's Forward Capacity Market since its inception. Over the past several years, Synapse has provided information and representation services to several FCM participants managing demand resources, state consumer advocate organizations, and public interest and environmental entities.

### **Energy Efficiency in the Forward Capacity Market**

*Client: Cape Light Compact*

Since 2007, Synapse has assisted the Cape Light Compact with various aspects of their participation in the New England Forward Capacity Market (FCM). Project ongoing.

### **Forward Capacity Market Support for Efficiency Maine**

*Client: Efficiency Maine Trust*

Synapse provides consulting and strategic services to support Efficiency Maine's participation in the Forward Capacity Market. Synapse assisted with the Show of Interest and qualification processes for FCAs 5-11, along with the forward capacity auctions for FCAs 5-10. In addition, Synapse has assisted Efficiency Maine with the strategy and organization of its capacity resources. Synapse has also continued to provide support to Efficiency Maine with respect to asset registration and auditing, monthly data reporting, quarterly critical path schedule reporting, expiring measure analysis, M&V evaluation, pipeline analysis, and ongoing monitoring of FCM rule development and the ISO-NE Demand Response Working Group. Project ongoing.

### **New England Markets Services for NEPOOL Alternative Resource Sector Clients**

*Client: CLEAResult (formerly Conservation Services Group), Vermont Energy Investment Corporation, EnerNOC, Innovative Energy Systems*

Since 2005, Synapse has provided monitoring and representation services for clients in NEPOOL's Alternative Resources (AR) sector, which is comprised of providers of energy efficiency, renewable, distributed generation, and demand response resources. Our clients in the AR sector have included CLEAResult, Vermont Energy Investment Corporation, EnerNOC, and Innovative Energy Systems. Project ongoing.

### **Forward Capacity Market Assistance**

*Client: Cambridge Energy Alliance*

Synapse assisted the Cambridge Energy Alliance with various aspects of its participation in the New England Forward Capacity Market (FCM). Project completed July 2014.

### **Incorporation of Demand Resources in MISO Transmission Planning**

*Client: Environmental Law and Policy Center*

For this project, Synapse reviewed existing demand-side resources in the Midwest ISO and current mechanisms for demand resources (energy efficiency, demand response, and distributed generation) to participate in the Midwest ISO energy and capacity markets. Synapse also analyzed existing



practices for demand resources participation in the energy and capacity markets in the other ISO/RTOS and how these resources are accounted for in their transmission planning processes. The project team suggested a "best practices" approach for incorporation of demand-side resources into the Midwest ISO markets and transmission planning. Project completed 2011.

#### **Capacity Market Structures**

*Client: Regulatory Assistance Project*

Synapse provided a description of forward capacity market models in United States for a U.K. audience, and assisted the Regulatory Assistance Project (RAP) in understanding and describing the PJM and ISO-NE forward capacity markets. Project completed in May 2011.

#### **Demand Resources in the New England Forward Capacity Market**

*Client: N/A*

Paul Peterson and Doug Hurley presented "Demand Resources in the New England Forward Capacity Market" at the ACEEE/CEE Market Transformation Symposium on March 21, 2007. Topics covered include background to the New England Forward Capacity Market (FCM), treatment of demand resources in the FCM and the Installed Capacity Requirement (ICR), and potential impacts of demand resources in the FCM. Presented March 2007.

#### **Options for State Funded Energy Efficiency Programs in the Forward Capacity Market**

*Client: N/A*

As a result of the settlement agreement approved by the Federal Energy Regulatory Commission that allowed ISO New England to develop and administer a Forward Capacity Market for New England, a potential new revenue stream for utility DSM programs was created. This created many new decisions for regulators regarding how programs should participate in the market and how the resulting revenues should be used. Synapse prepared a paper providing background and setting forth some of the options for regulators and program administrators. Paper published November 2006.

## **5. COMPANY PROFILE**

Synapse Energy Economics is a research and consulting firm specializing in energy, economic, and environmental topics. Since its inception in 1996, Synapse has grown to become a leader in providing rigorous analysis of the electric power sector for public interest and governmental clients.

Synapse's staff of 32 includes experts in energy and environmental economics, resource planning, electricity dispatch and economic modeling, energy efficiency, renewable energy, transmission and distribution, rate design and cost allocation, risk management, benefit-cost analysis, environmental compliance, climate science, and both regulated and competitive electricity and natural gas markets. Several of our senior-level staff members have more than 30 years of experience in the economics, regulation, and deregulation of the electricity and natural gas sectors. They have held positions as regulators, economists, and utility commission and ISO staff.



Services provided by Synapse include economic and technical analyses, regulatory support, research and report writing, policy analysis and development, representation in stakeholder committees, facilitation, trainings, development of analytical tools, and expert witness services. Synapse is committed to the idea that robust, transparent analyses can help to inform better policy and planning decisions. Many of our clients seek out our experience and expertise to help them participate effectively in planning, regulatory, and litigated cases, and other forums for public involvement and decision making.

Synapse's clients include public utility commissions throughout the United States and Canada, offices of consumer advocates, attorneys general, environmental organizations, foundations, governmental associations, public interest groups, and federal clients such as the U.S. Environmental Protection Agency and the Department of Justice. Our work for international clients has included projects for the United Nations Framework Convention on Climate Change, the Global Environment Facility, and the International Joint Commission, among others.

### **5.1. Staff Allocation**

Synapse currently employs a total of 32 people, with a mix of full-time and part-time staff. We anticipate that Doug, Erin, and an Associate will be the primary staff devoted to the Compact work. With a simple calculation of 3 divided by 32, 9 percent of Synapse's staff are expected to work on the Compact project relative to Synapse's entire staff.

However, not all of Doug, Erin, and the Associate's time will be spent on Compact work. Instead of looking at employees, when one looks at the days the three primary employees are expected to spend on Compact work, about 2.5 to 4.5 percent of Synapse's staff are expected to work on the Compact project relative to Synapse's entire staff days available over the three-year term. This assumes that Synapse continues to employ the same 32 people through 2018.

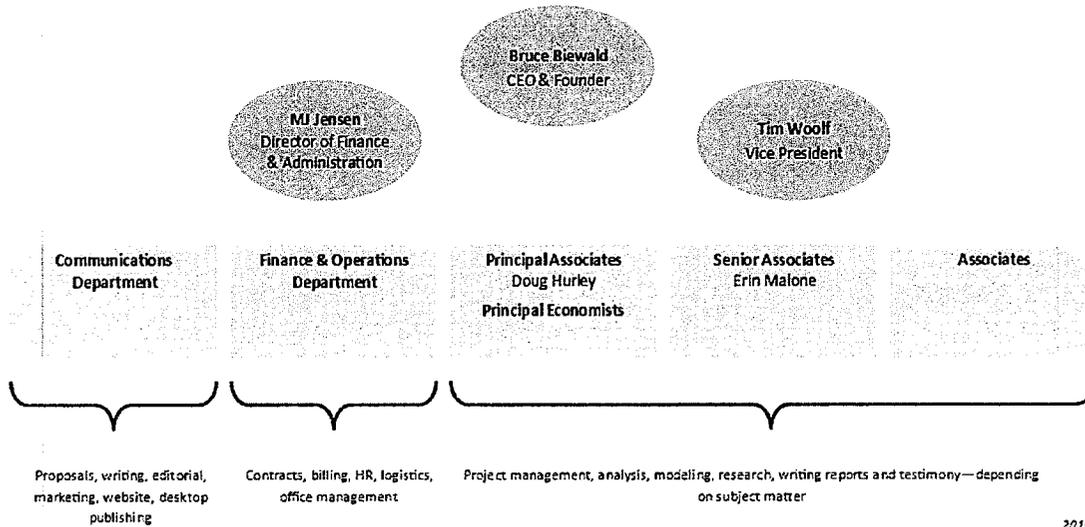
### **5.2. Synapse Organizational Overview**

The figure below provides a schematic diagram showing Synapse's organizational overview, including identification of key staff expected to work on the Compact project.





## Synapse Organizational Chart



## 6. PRICING

Our proposed budget for this project is \$1,151,280 for July 2016 through December 2018, comprising an estimated \$966,920 for energy efficiency support services and \$184,360 for forward capacity market support services. The table below summarizes our annual estimated budget by type of service. While we have provided annual estimates for information purposes, we consider the three-year total budget of \$1.15 million to be Synapse’s working, contracted budget for the term. As needed or required, we are amenable to shifting funds between energy efficiency services and FCM services, or shifting funds across years. Shifting funds from non-plan preparation years (2016 and 2017) to plan preparation years (2018) may prove especially useful because plan years are typically more intensive than non-plan years.

Summary of Three-Year Budget			
Year	Efficiency	FCM	Total
2016	\$ 218,400	\$ 30,040	\$ 248,440
2017	\$ 349,240	\$ 74,960	\$ 424,200
2018	\$ 399,280	\$ 79,360	\$ 478,640
<b>Total</b>	<b>\$ 966,920</b>	<b>\$ 184,360</b>	<b>\$ 1,151,280</b>

This is a good faith time-and-materials estimate based upon our current understanding of the requirements to complete the project. However, several factors could impact the level of effort required, including changes in scope, availability of source materials, communication requirements, or other issues. If for any reason we anticipate that the level of effort required will exceed the estimated

budget, Synapse will inform the Compact as soon as reasonably possible, so that we can discuss an appropriate modification to the scope and/or budget.

The annual hourly billing rates for our project team are provided below for each year of the contract.

Personnel	2016 Hourly Rate	2017 Hourly Rate	2018 Hourly Rate
<b>Doug Hurley</b> <i>Principal Associate</i>	\$210	\$210	\$220
<b>Erin Malone</b> <i>Senior Associate</i>	\$175	\$175	\$185
<i>Associate</i>	\$170	\$170	\$175
<i>Communications</i>	\$85	\$85	\$90

The tables below present our estimated labor days and labor cost per task for each year in 2016 to 2018 for energy efficiency services and FCM services. For efficiency, Synapse expects monthly and annual reporting will shift from Erin to the Associate, with the transition beginning in 2016 and continuing through 2017. By 2018, the Associate will be primarily responsible for reporting, with Erin serving as the report manager and ensuring quality control. Erin will continue to be responsible for tasks related to any MTMs, EERFs, and the 2019-2021 Three-Year Plan, as well as any ad hoc work that arises in any of the years. Doug will assist in project management and quality control for all products and filings. Synapse's communications team will assist in the final format and production of the annual reports. The time and effort required to participate in statewide technical subcommittees is incorporated into each sub-task listed in the tables below.

<b>2016, Energy Efficiency</b> Rate (\$/hour)	Hurley \$210	Malone \$175	Associate \$170	Communications \$85	Estimated Days	Estimated Cost
<b>Expert Services</b>						
Monthly Reports		12.0	9.0		21.0	\$ 29,040
Annual Report	5.0	35.0		1.0	41.0	\$ 58,080
MTM & EERF	5.0	30.0			35.0	\$ 50,400
Three-Year Plan					0.0	\$ -
All Other	3.0	25.0	20.0		48.0	\$ 67,240
<b>Total for Expert Services</b>	<b>13.0</b>	<b>102.0</b>	<b>29.0</b>	<b>1.0</b>	<b>145.0</b>	<b>\$ 204,760</b>
<b>Project Management</b>	3.0	6.0			9.0	\$ 13,440
<b>Expenses</b>						\$ 200
<b>Project Total</b>	<b>16.0</b>	<b>108.0</b>	<b>29.0</b>	<b>1.0</b>	<b>154.0</b>	<b>\$ 218,400</b>

<b>2017, Energy Efficiency Rate (\$/hour)</b>	<b>Hurley \$210</b>	<b>Malone \$175</b>	<b>Associate \$170</b>	<b>Communications \$85</b>	<b>Estimated Days</b>	<b>Estimated Cost</b>
<b>Expert Services</b>						
Monthly Reports		6.0	30.0		36.0	\$ 49,200
Annual Report	2.0	20.0	45.0	1.0	68.0	\$ 93,240
MTM & EERF	2.0	25.0			27.0	\$ 38,360
Three-Year Plan	2.0	30.0	12.0		44.0	\$ 61,680
All Other	6.0	35.0	15.0		56.0	\$ 79,480
<b>Total for Expert Services</b>	<b>12.0</b>	<b>116.0</b>	<b>102.0</b>	<b>1.0</b>	<b>231.0</b>	<b>\$ 321,960</b>
<b>Project Management</b>	6.0	12.0			18.0	\$ 26,880
<b>Expenses</b>						\$ 400
<b>Project Total</b>	<b>18.0</b>	<b>128.0</b>	<b>102.0</b>	<b>1.0</b>	<b>249.0</b>	<b>\$ 349,240</b>

<b>2018, Energy Efficiency Rate (\$/hour)</b>	<b>Hurley \$220</b>	<b>Malone \$185</b>	<b>Associate \$175</b>	<b>Communications \$90</b>	<b>Estimated Days</b>	<b>Estimated Cost</b>
<b>Expert Services</b>						
Monthly Reports		6.0	25.0		31.0	\$ 43,880
Annual Report	2.0	10.0	40.0	1.0	53.0	\$ 75,040
MTM & EERF	3.0	20.0			23.0	\$ 34,880
Three-Year Plan	5.0	90.0	25.0		120.0	\$ 177,000
All Other	6.0	15.0	5.0		26.0	\$ 39,760
<b>Total for Expert Services</b>	<b>16.0</b>	<b>141.0</b>	<b>95.0</b>	<b>1.0</b>	<b>253.0</b>	<b>\$ 370,560</b>
<b>Project Management</b>	6.0	12.0			18.0	\$ 28,320
<b>Expenses</b>						\$ 400
<b>Project Total</b>	<b>22.0</b>	<b>153.0</b>	<b>95.0</b>	<b>1.0</b>	<b>271.0</b>	<b>\$ 399,280</b>

<b>2016, FCM Rate (\$/hour)</b>	<b>Hurley \$210</b>	<b>Malone \$175</b>	<b>Associate \$170</b>	<b>Estimated Days</b>	<b>Estimated Cost</b>
<b>Expert Services</b>					
SOI-11 and New Cap Qual-11	1.0	0.0	0.0	1.0	\$ 1,680
FCA-10 preparation	1.0	0.0	0.0	1.0	\$ 1,680
Monthly EEM DB uploads	3.0	0.0	0.0	3.0	\$ 5,040
Expiring Measures and Ex CapQual-11	0.0	0.0	0.0	0.0	\$ -
Monthly and Annual Reconfig Auctions	2.5	0.0	0.0	2.5	\$ 4,200
Submit data for EE forecast	0.0	0.5	1.0	1.5	\$ 2,060
Monthly QC and DRV, monthly check-in	6.0	0.0	0.0	6.0	\$ 10,080
Ad hoc ISO requests	1.0	0.0	0.0	1.0	\$ 1,680
DRWG and other committee meetings	2.0	0.0	0.0	2.0	\$ 3,360
<b>Total Days and Cost for Expert Services</b>	<b>16.5</b>	<b>0.5</b>	<b>1.0</b>	<b>18.0</b>	<b>\$ 29,780</b>
<b>Project Management</b>	0.0	0.0	0.0	0.0	\$ -
<b>Expenses</b>					\$ 260
<b>Project Total</b>	<b>16.5</b>	<b>0.5</b>	<b>1.0</b>	<b>48.5</b>	<b>\$ 30,040</b>



2017, FCM Rate (\$/hour)	Hurley \$210	Malone \$175	Associate \$170	Estimated Days	Estimated Cost
<b>Expert Services</b>					
SOI-12 and New Cap Qual-12	6.0	0.0	0.0	6.0	\$ 10,080
FCA-11 and FCA-12 preparation	3.0	0.0	0.0	3.0	\$ 5,040
Monthly EEM DB uploads	5.0	0.0	0.0	5.0	\$ 8,400
Expiring Measures and Ex CapQual-12	3.0	0.0	0.0	3.0	\$ 5,040
Monthly and Annual Reconfig Auctions	8.5	0.0	0.0	8.5	\$ 14,280
Submit data for EE forecast	0.0	0.0	1.0	1.0	\$ 1,360
Monthly QC and DRV, monthly check-in	12.0	0.0	0.0	12.0	\$ 20,160
Ad hoc ISO requests	2.0	0.0	0.0	2.0	\$ 3,360
DRWG and other committee meetings	4.0	0.0	0.0	4.0	\$ 6,720
<b>Total Days and Cost for Expert Services</b>	<b>43.5</b>	<b>0.0</b>	<b>1.0</b>	<b>44.5</b>	<b>\$ 74,440</b>
<b>Project Management</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ -</b>
<b>Expenses</b>					<b>\$ 520</b>
<b>Project Total</b>	<b>43.5</b>	<b>0.0</b>	<b>1.0</b>	<b>48.5</b>	<b>\$ 74,960</b>

2018, FCM Rate (\$/hour)	Hurley \$220	Malone \$185	Associate \$175	Estimated Days	Estimated Cost
<b>Expert Services</b>					
SOI-13 and New Cap Qual-13	6.0	0.0	0.0	6.0	\$ 10,560
FCA-12 and FCA-13 preparation	3.0	0.0	0.0	3.0	\$ 5,280
Monthly EEM DB uploads	5.0	0.0	0.0	5.0	\$ 8,800
Expiring Measures and Ex CapQual-13	3.0	0.0	0.0	3.0	\$ 5,280
Monthly and Annual Reconfig Auctions	9.0	0.0	0.0	9.0	\$ 15,840
Submit data for EE forecast	0.0	0.0	1.0	1.0	\$ 1,400
Monthly QC and DRV, monthly check-in	12.0	0.0	0.0	12.0	\$ 21,120
Ad hoc ISO requests	2.0	0.0	0.0	2.0	\$ 3,520
DRWG and other committee meetings	4.0	0.0	0.0	4.0	\$ 7,040
<b>Total Days and Cost for Expert Services</b>	<b>44.0</b>	<b>0.0</b>	<b>1.0</b>	<b>45.0</b>	<b>\$ 78,840</b>
<b>Project Management</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ -</b>
<b>Expenses</b>					<b>\$ 520</b>
<b>Project Total</b>	<b>44.0</b>	<b>0.0</b>	<b>1.0</b>	<b>48.5</b>	<b>\$ 79,360</b>

In keeping with our standard business practices, the Compact will only be invoiced for actual effort expended and actual expenses incurred.

This proposal is valid for 60 days. Please notify us by then if you would like to retain Synapse for this work.



## 7. CONFLICT OF INTEREST STATEMENT

Synapse believes that we do not have any current conflicts of interest with respect to this contract. If awarded this contract, Synapse will consult with the Compact before bidding on any future projects related to the substance or stakeholders associated with this contract to ensure that there are no real or perceived conflicts of interest.



## 8. BIDDER'S SUBMISSION STATEMENT AND CERTIFICATE OF NON-COLLUSION

The undersigned Bidder hereby offers to perform the Services as described in the Request for Proposal (RFP) dated May 13, 2016, prepared by Cape Light Compact, in accordance with the Proposal attached hereto. This bid offer is firm and shall remain in effect for a period of sixty (60) days after receipt thereof by Cape Light Compact.

In connection with such offer, the undersigned represents and warrants to Cape Light Compact that it has carefully and thoroughly reviewed the entire RFP and that it possesses the special experience, skills, and abilities necessary to perform the Services bud on in accordance with the specifications detailed in the RFP.

Name of Bidding Firm: Synapse Energy Economics, Inc.

Signature: 

Name of Signatory (print or type): MJ Jensen

Position with (print or type): Director of Finance and Administration



## 9. CERTIFICATE OF NON-COLLUSION

Pursuant to Massachusetts General Law (MGL) Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

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.

Organization: Synapse Energy Economics, Inc.

Address: 485 Massachusetts Avenue, Suite 2, Cambridge, MA 02139

Signature of Individual Signing Proposal, or Corporate Officer:



M.J. Jensen, Director of Finance and Administration

Telephone Number: (617) 661-3248

Federal Identification Number: 043316408

Date: June 8, 2016

*Any person or organization failing to execute this document will be considered nonresponsive.*



## 10. CONTRACT REQUIREMENTS

If selected, and prior to signing a contract, Synapse requests the opportunity to discuss with the Compact certain aspects of the sample contract that appear new or different from our existing contract. Some of the specific sections of the proposed contract that we would like to discuss in more detail include but are not limited to the following:

- Background checks (Section 2.4 in Professional/Consulting Services Agreement). The sample contract includes background checks, which we believe will have no bearing on this contract and which are not a standard practice for Synapse.
- Professional liability insurance requirement (Section 6 in Professional/Consulting Services Agreement). Synapse's insurance plan does not currently include professional liability coverage because we have not found it necessary for our projects in the past. Should Synapse's insurance policy become a limiting factor during proposal evaluation, we are open to discussing purchasing professional liability insurance or exploring alternatives prior to the contract stage.
- Solicitation (Section 11.7 in Professional/Consulting Services Agreement). Synapse has previously worked with the Compact's customers and other utilities in Massachusetts on energy efficiency related matters. Synapse would like to be able to provide such services to these customers again in the future. We do not consider our work to be in competition with the Compact's efforts, and therefore find the proposed contract language over-reaching.
- Disclosure to Third-Parties (Section 3 in Confidentiality Agreement). Synapse has signed previous contracts with the Compact that contain different language than what is proposed, and would like the opportunity to maintain the previous language in the new contract should it be awarded to Synapse.
- Termination (Section 1.2 in Professional/Consulting Services Agreement). Synapse would like to have the mutual right to terminate or suspend the agreement.
- Effective date (introduction and Section 10 in Professional/Consulting Services Agreement). The effective date is stated as December 1, 2015. We expect this would be updated to be July 1, 2016.



## **APPENDIX A: RESUMES**

On the following pages, we provide resumes for each member of the proposed project team:

- Doug Hurley, Principal Associate
- Erin Malone, Senior Associate





## **Doug Hurley, Principal Associate**

Synapse Energy Economics | 485 Massachusetts Avenue, Suite 2 | Cambridge, MA 02139 | 617-453-7032  
dhurley@synapse-energy.com

### **PROFESSIONAL EXPERIENCE**

**Synapse Energy Economics Inc.**, Cambridge, MA. *Principal Associate*, October 2011 – present; *Associate* July 2008 – October 2011; *Research Associate*, April 2004 – July 2008.

Assist clients in navigating the complex labyrinth of RTO market rules, especially regarding reliability assessments for coal-fired power plants and participation of energy efficiency and distributed generation in wholesale capacity markets. Analyze and report the benefits of demand resource participation in wholesale capacity markets. Served five years as vice-chair of NEPOOL's Alternative Resources sector. Maintain our End User and AR Sector clients' interests at ISO-NE and PJM stakeholder meetings. Analyze economic dispatch models and prepare expert testimony for regulatory proceedings. Analyze economic and environmental implications of renewable portfolio standards and clean energy policy scenarios. Investigate electricity market price trends and fluctuations.

**Massachusetts Institute of Technology**, Cambridge, MA. *Consultant*, 2002 – 2003.

Redesigned and renovated database for applicant information and reporting for the Department of Economics.

**Outward Bound**, Thompson Island in Boston Harbor, MA. *Instructor*, 2001 – 2003.

Led both multi-day youth courses for Outward Bound and one-day adult courses for Outward Bound Professional. Youth courses focused on character development for teenage boys and girls. Adult courses focused on team building for departments and entire corporations with emphasis on effective communication, rapid consensus-building, and courageous leadership.

**Logictier, Inc.**, San Mateo, CA. *West Coast Research & Development*, 2000 - 2001.

Led the West Coast R&D team of this startup web hosting company. Helped grow the fledging company from 25 to 150 people, and the R&D group from a team of 2 to a department of 10.

**Ernst & Young**, Tyson's Corner, VA and Mountain View, CA. *Consultant*, 1992 - 1999.

Consulted to a number of Fortune 500 companies and public service organizations in various industries. Issues regarded information acquisition, network and application strategies, and database design, development, and deployment. Led teams of up to 10 people. Major clients included PSE&G of New Jersey, Public Service Company of Colorado, Coca Cola, Honda, Reebok, Lotus Development Corp., AmSouth Bank, Kaiser-Permanente, and OntarioHydro.

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## **EDUCATION**

**Cornell University**, Ithaca, NY

Bachelor of Science in Electrical Engineering, 1992

## **PUBLICATIONS**

Stanton, E. A., P. Knight, J. Daniel, B. Fagan, D. Hurley, J. Kallay, E. Karaca, G. Keith, E. Malone, W. Ong, P. Peterson, L. Silvestrini, K. Takahashi, R. Wilson. 2015. *Massachusetts Low Gas Demand Analysis: Final Report*. Synapse Energy Economics for the Massachusetts Department of Energy Resources.

Hurley, D., P. Knight, J. Daniel, S. Fields. 2014. *Brayton Point Capacity Payment Requirement Analysis*. Synapse Energy Economics for Consumer Advocates of New England.

Daniel, J., S. Fields, and D. Hurley. 2014. *Memorandum Regarding an Updated Economic Analysis of Schiller Station Coal Units*. Synapse Energy Economics for the Conservation Law Foundation.

Knight, P., D. Hurley, S. Fields. 2014. *Energy Efficiency in US Capacity Markets*. Synapse Energy Economics.

Jackson, S., P. Peterson, D. Hurley, T. Woolf. 2013. *Forecasting Distributed Generation Resources in New England: Distributed Generation Must Be Properly Accounted for in Regional System Planning*. Synapse Energy Economics for E4 Group.

Hurley, D., P. Peterson, M. Whited. 2013. *Demand Response as a Power System Resource: Program Designs, Performance, and Lessons Learned in the United States*. Synapse Energy Economics for Regulatory Assistance Project.

Peterson, P., D. Hurley, S. Jackson, M. Schultz. 2012. *The Road to Better System Planning: ISO-New England's Revised Energy Efficiency Forecast*. Synapse Energy Economics for Connecticut Office of Consumer Counsel.

Hornby, R., D. Hurley, P. Knight. 2011. *A Review of Demand Response Potential in the United States*. Synapse Energy Economics for US Environmental Protection Agency.

White, D. E., D. Hurley, J. Fisher. 2011. *Economic Analysis of Schiller Station Coal Units*. Synapse Energy Economics for Conservation Law Foundation.

Peterson, P., V. Sabodash, M. Wittenstein, D. Hurley. 2011. *PJM System Planning: Enhancements for the 21st Century*. Synapse Energy Economics for Conservation Law Foundation.

Peterson, P., V. Sabodash, R. Wilson, D. Hurley. 2010 *Public Policy Impacts on Transmission Planning*. Synapse Energy Economics.

Peterson, P., D. Hurley, V. Sabodash. 2010. *Demand Response Potential in ISO New England's Day-Ahead Energy Market*. Synapse Energy Economics.

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Peterson, P., D. Hurley, V. Sabodash. 2009. *Impact of PRD Participation in Day-Ahead Energy Market*. Synapse Energy Economics for NEPOOL Clients in Alternative Resources and End User Sectors.

Hurley, D., K. Takahashi, B. Biewald, J. Kallay, R. Maslowski. 2008. *Costs and Benefits of Electric Utility Energy Efficiency in Massachusetts*. Synapse Energy Economics.

Levine, S., D. Hurley, S. Kaplan. 2008. "Prime Time for Efficiency." *Public Utilities Fortnightly*, June 2008.

Peterson, P., D. Hurley, E.D. Hausman. 2008. *Incorporating Demand Resources in the PJM Reliability Pricing Model*. Synapse Energy Economics for Office of the Ohio Consumers' Counsel, Pennsylvania Office of Consumer Advocate, Office of the People's Counsel for the District of Columbia, EnerNOC, and Conservation Services Group.

Peterson, P., D. Hurley, D. White. 2007. *ISO New England Scenario Analysis Companion Report – Constructing a Future that Meets Regional Goals*. Synapse Energy Economics for Conservation Law Foundation and Northeast Energy Efficiency Partnerships.

Peterson, P., D. Hurley. 2007. "Demand Resources in the New England Forward Capacity Market." Synapse Energy Economics presentation at the ACEEE and CEE National Symposium on Market Transformation, March 2007.

Peterson, P., D. Hurley. 2006. *Options for State Funded Energy Efficiency Programs in the Forward Capacity Market*. Synapse Energy Economics.

Peterson, P., D. Hurley, T. Woolf, B. Biewald. 2006. *Incorporating Energy Efficiency into the ISO New England Forward Capacity Market: Ensuring the Capacity Market Properly Values Energy Efficiency Resources*. Synapse Energy Economics for Conservation Services Group.

Hurley, D. 2006 *Update on New England's Demand Response Programs*. Synapse Energy Economics.

## TESTIMONY

**New Hampshire Public Utilities Commission (Docket No. DE 10-261):** Testimony regarding Public Service Company of New Hampshire's 2010 Least Cost Integrated Resource Plan. On behalf of Conservation Law Foundation. July 2011.

**New Hampshire Public Utilities Commission (Docket No. DE 10-261):** Expert report filed by Doug Hurley (White, D., D. Hurley, J. Fisher. 2012. *Economic Analysis of Schiller Station Coal Units*. Synapse Energy Economics for Conservation Law Foundation). On behalf of Conservation Law Foundation. July 2011.

**Federal Energy Regulatory Commission (Docket No. ER10-2477-000):** Testimony regarding ISO-New England Reliability Studies and Salem Harbor. On behalf of Conservation Law Foundation. October 2010.

*Resume dated June 2015*



**Erin Malone, Associate**

Synapse Energy Economics | 485 Massachusetts Avenue, Suite 2 | Cambridge, MA 02139 | 617-453-7021  
emalone@synapse-energy.com

## **PROFESSIONAL EXPERIENCE**

**Synapse Energy Economics Inc., Cambridge, MA. Senior Associate, May 2016 – Present, Associate, June 2013 – April 2016, Research Associate, January 2012 – June 2013.**

- Conducts research and performs analysis with a special focus on energy efficiency topics, including: energy efficiency research and development; efficiency standards and building codes; ratepayer-funded efficiency programs; energy efficiency as a central component in utility integrated resource planning; and the role of efficiency in addressing climate change.
- Assists in the evaluation of energy efficiency program design and implementation, including: efficiency technology assessment; program design and budgeting; cost-benefit analyses; avoided cost analyses; and regulatory policies, including program cost recovery, utility performance incentives, and revenue decoupling.
- Creator of several proprietary Excel-based models designed to forecast the impacts of energy efficiency, including its impact on customers' rates and bills, expected savings and benefits, and budget forecasting.

**Massachusetts Department of Public Utilities, Boston, MA. Economist in Electric Power Division, July 2008 – December 2011.**

- Specialized in the review of electric utilities' energy efficiency activities
- Established efficiency policy by recommending decisions to the Commission on issues related to cost-effectiveness, cost-recovery, and utility performance incentives. Managed timely approval of Massachusetts utilities' 2008-2012 efficiency plans and 2006-2010 efficiency reports by analyzing program implementation and reviewing evaluation studies.
- Created a model that analyzes all impacts of efficiency on consumers' rates and bills. Led stakeholder working groups, and investigated energy efficiency as a central component in utility integrated resource planning.

## **EDUCATION**

**Boston College, Chestnut Hill, MA**  
Bachelor of Arts in Economics, 2008. *Cum Laude.*

**LEED Green Associate Accreditation, March 2012**

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## **PUBLICATIONS**

Woolf, T., K. Takahashi, E. Malone, A. Napoleon, J. Kallay. 2015. *Ontario Gas Demand-Side Management 2016-2020 Plan Review*. Synapse Energy Economics for the Ontario Energy Board.

Stanton, E. A., P. Knight, J. Daniel, B. Fagan, D. Hurley, J. Kallay, E. Karaca, G. Keith, E. Malone, W. Ong, P. Peterson, L. Silvestrini, K. Takahashi, R. Wilson. 2015. *Massachusetts Low Gas Demand Analysis: Final Report*. Synapse Energy Economics for the Massachusetts Department of Energy Resources.

Brockway, N., J. Kallay, E. Malone. 2014. *Low-Income Assistance Strategy Review*. Synapse Energy Economics for the Ontario Energy Board.

Woolf, T., E. Malone, F. Ackerman. 2014. *Cost-Effectiveness Screening Principles and Guidelines for Alignment with Policy Goals, Non-Energy Impacts, Discount Rates, and Environmental Compliance Costs*. Synapse Energy Economics for Northeast Energy Efficiency Partnerships (NEEP) Regional Evaluation, Measurement and Verification Forum.

Woolf, T., E. Malone, C. Neme, R. LeBaron. 2014. "Unleashing Energy Efficiency." *Public Utilities Fortnightly*, October, 30-38.

Woolf, T., E. Malone, C. Neme. 2014. *Regulatory Policies to Support Energy Efficiency in Virginia*. Synapse Energy Economics and Energy Futures Group for the Virginia Energy Efficiency Council.

Woolf, T., M. Whited, E. Malone, T. Vitolo, R. Hornby. 2014. *Benefit-Cost Analysis for Distributed Energy Resources: A Framework for Accounting for All Relevant Costs and Benefits*. Synapse Energy Economics for the Advanced Energy Economy Institute.

Malone, E. T. Woolf, K. Takahashi, S. Fields. 2013. "Appendix D: Energy Efficiency Cost-Effectiveness Tests." *Readying Michigan to Make Good Energy Decisions: Energy Efficiency*. Synapse Energy Economics for the Council of Michigan Foundations.

Stanton, E. A., S. Jackson, G. Keith, E. Malone, D. White, T. Woolf. 2013. *A Clean Energy Standard for Massachusetts*. Synapse Energy Economics for the Massachusetts Clean Energy Center and the Massachusetts Departments of Energy Resources, Environmental Protection, and Public Utilities.

Woolf, T., E. Malone, J. Kallay. 2014. *Rate and Bill Impacts of Vermont Energy Efficiency Programs*. Synapse Energy Economics for the Vermont Public Service Department.

Malone, E. 2014. "Driving Efficiency with Non-Energy Benefits." Presentation at the National Symposium on Market Transformation, April 1, 2013.

Woolf, T., E. Malone, J. Kallay, K. Takahashi. 2013. *Energy Efficiency Cost-Effectiveness Screening in the Northeast and Mid-Atlantic States*. Synapse Energy Economics for Northeast Energy Efficiency Partnerships, Inc. (NEEP).

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Woolf, T., E. Malone, L. Schwartz, J. Shenot. 2013. *A Framework for Evaluating the Cost-Effectiveness of Demand Response*. Synapse Energy Economics and Regulatory Assistance Project for the National Forum on the National Action Plan on Demand Response: Cost-effectiveness Working Group.

Woolf, T., W. Steinhurst, E. Malone, K. Takahashi. 2012. *Energy Efficiency Cost-Effectiveness Screening: How to Properly Account for 'Other Program Impacts' and Environmental Compliance Costs*. Synapse Energy Economics for Regulatory Assistance Project and Vermont Housing Conservation Board.

Woolf, T., E. Malone, K. Takahashi, W. Steinhurst. 2012. *Best Practices in Energy Efficiency Program Screening: How to Ensure that the Value of Energy Efficiency is Properly Accounted For*. Synapse Energy Economics for National Home Performance Council.

Woolf, T., J. Kallay, E. Malone, T. Comings, M. Schultz, J. Conyers. 2012. *Commercial & Industrial Customer Perspectives on Massachusetts Energy Efficiency Programs*. Synapse Energy Economics for the Massachusetts Energy Efficiency Advisory Council.

## **TESTIMONY**

**Massachusetts Department of Public Utilities (DPU 12-54 and DPU 13-118):** Testimony regarding program results and cost-effectiveness inputs in the Cape Light Compact's 2011 and 2012 Annual Energy Efficiency Reports. On behalf of the Cape Light Compact. March 4, 2014.

*Resume dated July 2015*

**EXHIBIT B  
COMPENSATION and RATES**

Consistent with the Compact's 2016-2018 Energy Efficiency Plan, the budget table below shows a 3-year total budget, broken out into annual estimates for the two types of services under the Agreement. Adjustments of annual amounts between years, or across services, which require no change to the total 3 year budget, will be coordinated between the Consultant and the Compact on a case by case basis, without need of contract amendment. In such instances, the Consultant shall submit a written budget adjustment request to the Compact for review and approval.

Note, the 2016 budget shown here is for the 6 month 2016 period of this contract only, July 1 through December 31, 2016.

<b>Three Year Budget</b>			
<b>Year</b>	<b>Efficiency</b>	<b>FCM</b>	<b>Total</b>
<b>2016</b>	<b>\$218,400</b>	<b>\$30,040</b>	<b>\$248,440</b>
<b>2017</b>	<b>\$349,240</b>	<b>\$74,960</b>	<b>\$424,200</b>
<b>2018</b>	<b>\$399,280</b>	<b>\$79,360</b>	<b>\$478,640</b>
<b>Total Three Year</b>	<b>\$966,920</b>	<b>\$184,360</b>	<b>\$1,151,280</b>

<b>Hourly Rates</b>			
<b>Key Personnel</b>	<b>2016 Rate</b>	<b>2017 Rate</b>	<b>2018 Rate</b>
<b>Principal Associate</b>	<b>\$210</b>	<b>\$210</b>	<b>\$220</b>
<b>Senior Associate</b>	<b>\$175</b>	<b>\$175</b>	<b>\$185</b>
<b>Associate</b>	<b>\$170</b>	<b>\$170</b>	<b>\$175</b>
<b>Communications</b>	<b>\$85</b>	<b>\$85</b>	<b>\$90</b>

# EXHIBIT E

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## CONFIDENTIALITY AGREEMENT

between  
THE CAPE LIGHT COMPACT  
and  
Synapse Energy Economics, Inc.

This CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between the Cape Light Compact and Synapse Energy Economics, Inc., a Massachusetts corporation (the “Company”), and is effective as of the date of execution by the Company as set forth below.

WHEREAS, pursuant to G. L. c. 40, § 4A, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County (collectively, the “Members”) entered into an inter-governmental agreement to act together as the Cape Light Compact (the “Compact”);

WHEREAS, the Compact and the Company entered into a contractual relationship or are investigating the possibility of a business transaction between them;

WHEREAS, in order to properly perform its duties under the **technical support services agreement** or to evaluate the transaction, Company has asked the Compact for access to certain information regarding the business, programs or activities of the Compact or its Members which the Compact considers to be confidential or proprietary information;

WHEREAS, the Compact, for itself and for its Members, is willing to disclose such confidential and proprietary information to Company and Company is willing to receive such information, upon the terms and conditions of this Agreement;

WHEREAS, the parties desire to maintain the confidentiality of such information to the greatest extent allowed by law.

NOW THEREFORE, the parties hereby agree and state as follows:

1. *Confidential Information.* The term “Confidential Information” means all trade secrets or confidential, competitively sensitive or other proprietary information provided by either party in connection with the execution or performance of the technical assistance and related services that the parties may enter into (the “Energy Activity”), whether disclosed

directly or indirectly, in writing or orally, and which, if in tangible form, is marked by the disclosing party with the words "Confidential" or "Proprietary" or marking of similar import, or if disclosed orally, is identified as confidential at the time of disclosure and in a written notice delivered to the receiving party promptly following disclosure. Confidential Information does not include:

- (i) information already in the possession of the receiving party at the time of disclosure by the disclosing party, as long as such information was not provided by the disclosing party;
- (ii) information that is now or later becomes publicly available, unless such information becomes publicly available as a result of any action or inaction on the part of the receiving party;
- (iii) information received by the receiving party from a third-party, unless such third-party was under a duty of confidentiality with respect to such information;
- (iv) information for which disclosure is required under the Massachusetts Public Records Act, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10; or
- (v) information that is not designated or identified by the disclosing party as "Confidential" or "Proprietary" at the time of its initial submission. Such information shall be presumptively subject to disclosure under the Public Records Act.

2. *Use of Confidential Information.* The parties shall use the Confidential Information exclusively in connection with the Energy Activity. Each party shall receive all Confidential Information in strict confidence and shall protect the Confidential Information against disclosure using the same degree of care, but no less than a reasonable degree of care, that each party uses to protect its own confidential information.

3. *Disclosure to Third-Parties.* The receiving party agrees that it will not disclose any Confidential Information to any third-party without the prior written consent of the disclosing party, except that the receiving party may permit access to Confidential Information to those of the receiving party's directors, officers, and employees, who have signed confidentiality agreements and are otherwise bound by confidentiality obligations, which already protect the Confidential Information and impose nondisclosure obligations at least as stringent as those contained herein. After having obtained the written consent of the disclosing party, the receiving party agrees that it will: (i) advise the third-party of the terms of this Agreement; (ii) advise such party that it will be bound by the terms of this Agreement; and (iii) have such party execute a Non-Disclosure Certificate in the form attached to this Agreement as Attachment A. The receiving party may disclose Confidential Information only to consultants and contractors and other agents of the receiving party who execute Non-Disclosure Certificates. The Company may request limited license rights from the Compact with respect to any reports or other deliverables

it creates or produces for the Compact. The Compact will consider each request on a case by case basis.

4. *Ownership of Confidential Information; No Implied License or Warranty.* Each party acknowledges that it has no ownership or proprietary rights in the disclosing party's Confidential Information, and that the Confidential Information is the sole property of the disclosing party. Nothing in this Agreement will be construed as granting as rights to the receiving party by license or otherwise, to any of the disclosing party's Confidential Information, except as specifically stated in this Agreement. Neither party makes any warranty or guaranty as to the accuracy of Confidential Information disclosed hereunder, nor is any assurance provided that Confidential Information is fit for any particular intended use or purpose. Each party shall rely on Confidential Information only at its own risk.

5. *Notes, Copies and Abstracts.* To the extent necessary to carry out the Energy Activity, the receiving party may make notes, copies or abstracts of the Confidential Information, provided that all such notes, copies and abstracts themselves are marked as confidential and provided that the receiving party maintains a written record of the distribution of all such copies and abstracts.

6. *Return of Confidential Information.* Within fourteen days of receiving notice that it is not the winning bidder/respondent, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If the Company is the winning bidder/respondent, within fourteen (14) days after the Company has ceased to provide services to the Compact, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If requested in writing, the Compact will return any Confidential Information received from any bidder/respondent (including the winning bidder/respondent), upon expiration of the relevant document retention period under Massachusetts Law. Each party agrees that upon the return of the Confidential Information, it shall continue to be bound by the terms of this Agreement.

7. *Scope of Agreement.* This Agreement is binding upon the employees, officers, directors, agents, representatives, attorneys, contractors and consultants and affiliates of each party. The Company understands and agrees that certain Confidential Information disclosed by the Compact may be owned by its Members and that the Compact is disclosing such information in its role as agent for the Members. The Company understands and agrees that such information shall be entitled be treated as Confidential Information under this Agreement.

8. *Consent of the Disclosing Party.* As to any instance under this Agreement whereby the receiving party is required to obtain the consent of the disclosing party prior to taking certain actions, the disclosing party reserves the right to withhold consent for any reason.

9. *Term.* This Agreement shall become effective when executed by both parties and shall continue in effect until either: (i) in the event that the Company is the successful bidder/respondent, two (2) years after the Company has ceased to provide services to the Compact, or until sooner terminated by the written agreement of both parties hereto, or (ii) the event that the Company is not the successful bidder/respondent, two years after termination of the solicitation process. The obligations of confidentiality contained herein shall survive and continue following the expiration or termination of this Agreement, unless otherwise agreed to in writing by both parties hereto.

10. *Required Disclosures.* Anything in this Agreement to the contrary notwithstanding, the receiving party may disclose Confidential Information to the extent that it is required to do so by law, a court, or other governmental or regulatory authorities; provided, however, that the receiving party shall give the disclosing party written notice of such a required disclosure prior to making such disclosure so that the disclosing party may seek a protective order or other relief with respect to such Confidential Information, and shall limit the disclosure to the minimum required to comply with the law, court order, or governmental or regulatory authority. The Company acknowledges that the Compact and its Members are subject to public records laws, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10.

11. *Representations and Warranties.* The Compact hereby represents and warrants to the Company as follows: (i) the Compact shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Compact enforceable in accordance with its terms; and (iii) the Compact has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The Company hereby represents and warrants to the Compact as follows: (i) the Company shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms; and (iii) the Company has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The representations and warranties contained in this Agreement shall survive execution and delivery of this Agreement.

12. *Governing Law; Enforcement.* The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. The parties agree that venue for judicial enforcement of this Agreement shall be Barnstable County Superior Court. The parties acknowledge and agree that the extent of damage to the disclosing party in the event of a breach by the receiving party of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there may be no adequate remedy at law available to the disclosing party. The parties therefore agree that, in the event of such breach, the disclosing party, in addition to receiving damages for breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief.

13. *Notices.* Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service, with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid and addressed as follows:

FOR THE COMPACT:

Margaret T. Downey, Administrator  
Cape Light Compact  
P.O. Box 427  
3195 Main Street  
Barnstable, MA 02630  
(508) 375-6636 (phone)  
(508) 362-4136 (facsimile)  
mdowney@barnstablecounty.org (email)

FOR THE COMPANY:

MJ Jensen   
Director of Finance and Administration  
Synapse Energy Economics, Inc.  
finance@synapse-energy.com

With a copy to:

Doug Hurley  
Principal Associate and Project Manager  
Synapse Energy Economics, Inc.  
dhurley@synapse-energy.com

Either party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the party of the obligation to provide notice as specified above.

14. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party to insist upon strict compliance with any term of this Agreement shall be deemed a waiver of such term. No waiver or relinquishment of any right under this Agreement at any one or more times shall be deemed as a waiver or relinquishment of such power or right at any other time.

15. *Assignment; Successors and Assigns.* No party may assign any of its rights or delegate any of its obligations under this Agreement to any third-party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral

or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

17. *Further Agreements.* Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the receiving party any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by the Compact or the Company to enter into any further agreements with respect to any Confidential Information.

18. *Severability.* If any of the provisions of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law.

19. *No Joint Venture.* Nothing in this Agreement is intended or shall be deemed to make the Compact a partner or joint venturer of the Company.

20. *Counterpart Execution; Scanned Copy.* This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FOR THE COMPACT:

FOR THE COMPANY:

\_\_\_\_\_  
Name: Margaret T. Downey  
Title: Administrator/Chief Procurement Officer

  
\_\_\_\_\_  
Name: Bruce Brewald  
Title: CEO

Dated: \_\_\_\_\_

Dated: 7/15/2016

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and **Synapse Energy Economics, Inc.** dated \_\_\_\_\_, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a \_\_\_\_\_ of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and **Synapse Energy Economics, Inc.** dated July 18, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a Senior Associate of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

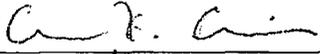
By:   
Name: Erin C. Malone  
Title: Senior Associate  
Organization: Synapse Energy Economics  
Representing: \_\_\_\_\_  
Date: 7-18-2016

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and **Synapse Energy Economics, Inc.** dated July 18, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as an Associate of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By:   
Name: Avi Allison  
Title: Associate  
Organization: Synapse Energy Economics  
Representing: Cape Light Compact  
Date: July 18, 2016

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and **Synapse Energy Economics, Inc.** dated July 18, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a SENIOR ASSOCIATE of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

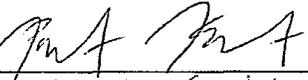
By: Jennifer Kallay  
Name: JENNIFER KALLAY  
Title: SENIOR ASSOCIATE  
Organization: SYNAPSE ENERGY ECONOMICS  
Representing: \_\_\_\_\_  
Date: 7/18/16

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and Synapse Energy Economics, Inc. dated 7/18, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a Senior Associate of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By:   
Name: Patrick Knight  
Title: Senior Associate  
Organization: Synapse Energy Economics, Inc.  
Representing: —  
Date: 7/18/2016

ATTACHMENT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and **Synapse Energy Economics, Inc.** dated July 14, 2016 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a Principal Assoc. of Synapse Energy Economic, Inc. ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By: DJ. Hurley  
Name: Doug Hurley  
Title: Principal Assoc.  
Organization: Synapse  
Representing: \_\_\_\_\_  
Date: 18 July 2016



**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 31<sup>st</sup>)

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 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 Year2 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**

**GRANTEE**

\_\_\_\_\_  
Mary Pat Flynn (Chair)      Date

\_\_\_\_\_  
Sheila Lyons (Vice Chair)      Date

\_\_\_\_\_  
Leo Cakounes (Commissioner)      Date

Nancy Bucken      7/15/16  
Name      Date  
[Signature]  
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]  
Signature of Individual or Corporate Officer:

23-7100550  
Social Security or Federal Identification Number:

**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 31<sup>st</sup>)

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 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 Year2 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**

**GRANTEE**

\_\_\_\_\_  
Mary Pat Flynn (Chair)                      Date

\_\_\_\_\_  
Sheila Lyons (Vice Chair)                      Date

\_\_\_\_\_  
Leo Cakounes (Commissioner)                      Date

Healthy Living CAPE COD  
\_\_\_\_\_  
MARY DEVLIN                      7/19/16  
Name                      Date

ELLEN McDONOUGH  
\_\_\_\_\_  
Mary Devlin  
Authorized Signature

\_\_\_\_\_  
Ellen

**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 21 day of ~~JUNE~~, 2016.

July

\_\_\_\_\_  
CAPE COD FOUNDATION, INC.  
Printed Name of Individual or Corporation:

\_\_\_\_\_  
KRISTIN O'MALLEY, Executive Director  
Name and Title of Corporate Officer (if applicable):

\_\_\_\_\_  
[Signature]  
Signature of Individual or Corporate Officer:

\_\_\_\_\_  
51-0140462  
Social Security or Federal Identification Number:

**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 31<sup>st</sup>)

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 Year2 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
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- 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.



**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 31<sup>st</sup>)

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 Year2 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**

**GRANTEE**

\_\_\_\_\_  
Mary Pat Flynn (Chair)                      Date

\_\_\_\_\_  
Sheila Lyons (Vice Chair)                      Date

\_\_\_\_\_  
Leo Cakounes (Commissioner)                      Date

HEIDI NELSON                      7/11/16  
Name    Date

Heidi R. Nelson  
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 11<sup>th</sup> day of ~~JUNE~~ JULY, 2016.

DUFFY HEALTH CENTER  
Printed Name of Individual or Corporation:

HEIDI NELSON, CEO  
Name and Title of Corporate Officer (if applicable):

Heidi R. Nelson  
Signature of Individual or Corporate Officer:

04 337 3741  
Social Security or Federal Identification Number:

**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 31<sup>st</sup>)

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 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 Year2 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**

**GRANTEE**

\_\_\_\_\_  
Mary Pat Flynn (Chair)                      Date

\_\_\_\_\_  
Sheila Lyons (Vice Chair)                      Date

\_\_\_\_\_  
Leo Cakounes (Commissioner)                      Date

Stacie Peugh                      7/11/16  
Name    Date

Stacie Peugh  
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 30 day of JUNE, 2016.

Stacie Peugh  
Printed Name of Individual or Corporation:

Stacie Peugh, President & CEO  
Name and Title of Corporate Officer (if applicable):

Stacie Peugh  
Signature of Individual or Corporate Officer:

04-2394925  
Social Security or Federal Identification Number:

## EXHIBIT A

# Prevention & Wellness Trust Fund

## IMPLEMENTING PARTNER

### Scope of Work

July 1, 2016 – June 30, 2017

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## IMPLEMENTING PARTNER EXPECTATIONS

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### **Communications:**

- Respond to DPH and Coordinating Partner communication within 48 hours of receipt.
- Acknowledge PWTF as a funding source on all project-related materials, both in writing and by using the PWTF logo. You may use the general PWTF logo or the partnership-specific logo which DPH created (posted to each partnership SharePoint site), and you may co-brand with your organization's logo. A sample attribution statement is "The XXXXXXXX Program is funded by the Prevention and Wellness Trust Fund through the Massachusetts Department of Public Health." Partnerships may also chose to name all participating partner organizations in the attribution statement.
- Develop and revise long-term sustainability plan with support from DPH.

### **Partnership Infrastructure:**

- Develop, adjust, and implement staffing plan(s).
- Acknowledge partnership and/or DPH communication requests within 48 hours of receipt and respond in a timely fashion.
- Maintain active participation in all required meetings, site visits, collaborative learning sessions and trainings.
- Review and abide by DPH scope of service and contract conditions.

### **Quality Improvement:**

- In consultation with DPH, develop and refine condition-specific aim statements.
- Update and maintain an algorithm and work plan for each health condition.
- As needed, develop strategies to meet the charter goals for each condition.
- Identify and develop plans to address clients' barriers and adherence to interventions.
- Conduct, document and submit, at least one PDSA cycle per quarter for each PWTF priority condition (Falls, Tobacco, Asthma, and Hypertension), using the PDSA form available on SharePoint or another comparable format. PDSA forms should be submitted on SharePoint by the final day of each quarter. Detailed guidance about the submission process is available in the Intervention Support folder on SharePoint.
- Develop protocol for periodic analysis of data (EMR or chart audit data, CBO data, data reports, etc.) to track progress toward charter goals and evaluate opportunities for improvement.
- Participate in health condition specific learning collaboratives, learning sessions, in-person meetings, webinars, PDSA workshops, and office hour calls with subject matter experts.

## **EXHIBIT A**

### **Evaluation:**

- Establish yearly data targets in relation to health condition charter goals. Monitor and report progress to DPH on a quarterly basis through the progress report process.
- Partner organizations must participate in collecting qualitative and quantitative data for evaluation activities. These data may be collected by both DPH and the independent evaluation vendor.
- Develop and implement a plan to capture population health data that is stratified by gender, age, race/ethnicity, preferred language, disability, and/or co-morbid conditions to identify populations at highest risk and with disparate outcomes.
- Develop and implement a plan for ongoing assessment of data quality.
- For community organizations, develop and implement a plan for developing or enhancing record-keeping (data collection and storage) to allow for tracking of their served client population demographics, program utilization, and for feedback into the electronic referral system where appropriate.
- On a quarterly basis, submit encounter-level data from all clinical sites, or client-level data from community sites, or aggregate data from all clinical and community sites which are not sending encounter level data. The data must be submitted in a format approved by the DPH evaluation team. Refer to the weekly update for submission dates.
- With support from DPH, develop and implement an information-sharing plan for all partners not using e-Referral.
- Complete annual site surveillance survey and all other PWTF evaluation surveys.
- IT lead at participating clinical organizations to develop and maintain a project timeline that includes their EMR vendor or additional IT staff as necessary, to: support data extraction for clinical quality improvement work, modification for interventions and clinical decision supports, or data fields for e-Referral implementation.
- IT lead at participating clinical and community organizations to develop and maintain a project timeline for data sharing process for partners not participating or not initially using e-Referral.

### **e-Referral & Linkages:**

- Establish MOUs between current and planned e-Referral participating clinical/CBO dyads.
- Identify a resource to train clinical users on using the e-Referral system.
- Identify a clinical champion to engage providers on an ongoing basis; develop a provider/care team engagement plan.
- Establish and maintain at least one e-Referral linkage between a clinical site and community based organization (CBO).
- Ensure that individuals requested by DPH are in attendance for specific meetings.
- Participate in e-Referral Gateway training provided by DPH for clinical and CBO users.
- Maintain updated e-Referral workflows on SharePoint.

## EXHIBIT A

### COORDINATING PARTNER EXPECTATIONS (For Partners' Reference)

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**Maintain and improve partnership and supporting infrastructure** that facilitates the active participation of all clinical and community partners involved in the implementation of PWTF.

#### Administrative Responsibilities

**Fiscal Oversight:** Please refer to the Fiscal Manual on SharePoint for additional details on the items below:

- Abide by the guidelines specified in the fiscal manual.
- Lead the fiscal implementation of the project and oversee the work of each subcontractor (partners and non-partners).
- Fiscal responsibilities include, but are not limited to:
  - Create and sign contracts with all subcontractors within 30 days of new contract cycle. You must notify DPH if this requirement cannot be met.
  - Establish invoice and payment processes which – at a minimum – comply with standard practices of Coordinating Partner agency, share guidelines with subcontractors, and ensure subcontractors are in compliance with guidelines.
  - Ensure all funds released to subcontractors are properly utilized in support of approved PWTF activities. This may be achieved by requiring partners to include backup documentation supporting the charges on their monthly invoices and/or conducting annual fiscal site visits to review supporting documentation.
  - Process payments no later than 30 days from receipt of fully completed form or invoice. If you cannot issue payment within this timeframe, you must notify both DPH and the subcontractor in advance, and provide an action plan.
  - Submit Quarterly Expenditure Reports; refer to the calendar above and weekly update for dates.
  - Reconcile all accounts at the conclusion of the fiscal year. Unspent funds may be rolled into the next fiscal year, and amended budgets will be required in September 2016.
- Budget reallocation which exceeds \$15,000.00 requires approval from DPH. Budget changes \$15,000.00 or less can be reallocated to approved Work Plan activities without PWTF approval. An updated budget must be emailed to your assigned Technical Advisor (TA) and Finance and Operations Manager as soon as the budget is revised to ensure the PWTF always maintains a copy of your most recent budget. Budget revision requests must be made when a staff person is added or leaves a position, a partner is added or removed from the partnership, a budget line item is deleted, and/or a budget line is exceeded.
- Budget shall allocate 5% of total implementation budget to evaluation as directed by DPH.

#### **Anticipated Payment Schedule**

##### **(DPH to Coordinating Partner):**

Payments may be tied to approval of deliverables and/or adherence to contract conditions. Payment vouchers (PV) will be saved on the partnership SharePoint page in the “DPH Deliverables/PV” folder.

## EXHIBIT A

The PV should be printed, signed and mailed back to PWTF for processing.

### Schedule for FY17 payments:

July 8, 2016— Payment Voucher for Quarters 1 and 2 (50% of total annual award)

TBD— Payment Voucher for Quarter 3 (25% of total award)

TBD— Payment Voucher for Quarter 4 (25% of total award)

**Communication with Partners:** Ensure partnership structure and activities facilitate the active participation of all partners, including:

- Ensure all members of the partnership receive copies, understand, and abide by DPH scope of service and these contract conditions.
- Must be subscribed to receive the weekly update, maintain a partnership distribution listserv, and distribute weekly update within 48 hours of receipt from DPH.
- Distribute all other relevant communication (both from partners and DPH) to partners in a timely manner.
- Maintain a contact list of all partner organizations and PWTF staff throughout the duration of the partnership, as well as lists of attendance at partnership meetings, on the partnership's SharePoint page. Document changes in partnership membership.
- Every member of the partnership shall be issued a SharePoint login so they may independently access all relevant PWTF information. The Coordinating Partner is responsible for ensuring that anyone working on PWTF has access and is aware of the intervention-specific and general resources available on SharePoint.
- Share resources, materials and workgroup information through SharePoint. Update and maintain partnership SharePoint page regularly.
- Facilitate regular meetings as established in bylaws of the partnership, and ensure that majority of partners (community, clinical and municipal) are in attendance and participating in all partnership meetings (i.e. 75-80% participation).
- Respond to partnership inquiries and requests within 48 hours of receipt.
- Refine and maintain communications plan.

## **Communication & Administrative Obligations with DPH**

### **Administration:**

- Ensure bylaws and/or partnership organizational requirements are implemented and revised, as needed.
- Seek prior written approval from DPH before adding or eliminating organizations from the partnership. Partners who are approved to be added must complete a Memorandum of Commitment, which the Coordinating Partner must submit to the Technical Advisor before the partner begins working on the program
- Seek prior written approval from DPH before adding or eliminating conditions or interventions. Coordinating Partners must present an implementation and sustainability plan for any interventions proposed.
- Provide immediate notification to DPH of changes to the primary point of contact.
- Deliverables shall be uploaded by the deadline, maintained, and updated as needed on the DPH Deliverables folder in the partnership SharePoint page unless you have received approval from DPH to send via email.
- Some interventions may require use of statewide contracts. This may require a direct contract

## EXHIBIT A

between the Coordinating Partner and the statewide vendor.

### **Communications:**

- Respond to DPH communication within 48 hours of receipt.
- Acknowledge PWTF as a funding source on all project-related materials, both in writing and by using the PWTF logo. You may use the general PWTF logo or the partnership-specific logo which DPH created (posted to each partnership SharePoint site), and you may co-brand with your organization's logo. A sample attribution statement is "The XXXXXXXX Program is funded by the Prevention and Wellness Trust Fund through the Massachusetts Department of Public Health." Partnerships may also chose to name all participating partner organizations in the attribution statement.
- Develop and revise long-term sustainability plan with support from DPH.

### **DPH Support to Coordinating Partners:**

- Add all Coordinating Partners to the weekly update distribution list. Coordinating Partners are responsible for distributing the update to all members of the partnership.
- Distribute weekly update. No update is sent the week of the learning session; in addition, notification will be sent if the update will be canceled for any other reason.
- When possible, assist and provide guidance to the Coordinating Partner in establishing contracts and budget expectations with statewide vendors, including evaluation vendor.
- Schedule calls, meetings, and webinars; provide ample opportunities for Coordinating Partner networking and brainstorming; and provide technical support for all Coordinating Partner administrative responsibilities.
- Provide additional support or expertise, as needed, to facilitate partnership success.
- Support partnerships with development of sustainability plan and implementation.
- Prior to going live with the e-Referral Gateway, end users must receive training from DPH.

## **SUPPORT AND TECHNICAL ASSISTANCE FROM DPH FOR ALL PARTNERS**

Assistance from DPH to funded partnerships in this phase may include:

### **General Partnership Support:**

- Add tools and resources to PWTF SharePoint page.
- Provide technical assistance to Coordinating Partners on contract compliance, fiscal management, and general partnership support.
- Provide technical assistance to partnership teams on intervention implementation and QI.
- Review and provide written feedback on work plans, budgets, progress reports, PDSAs and other deliverables.
- Facilitate the sharing among grantees of best practices and processes and lessons learned.
- Organize and hold statewide PWTF Summit meetings twice per year to address overarching themes.
- Organize and hold condition-specific collaborative learning sessions in a central location twice per year. Content of sessions will focus on the needs of partnerships and condition-specific challenges and sharing of successful strategies.
- Provide training and technical assistance for internal and external communications.

## EXHIBIT A

- Provide support and guidance related to developing a sustainability plan and communication plan.

### **Technical Support for Evaluation, Linkages & e-Referral**

- Facilitate contract management related to statewide evaluation vendor.
- Develop baseline reports on selected health conditions for all grantees.
- Develop and disseminate data collection tools for all grantees.
- Provide training and technical assistance on using and tracking outcomes.
- Share ongoing data reports with grantees on a regular basis.
- Provide training on use of the eRG to all appropriate end users.

## EXHIBIT B

# Prevention & Wellness Trust Fund

## IMPLEMENTING PARTNER

### Contract Conditions

July 1, 2016 – June 30, 2017

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## DELIVERABLES

- DPH reserves the right to add additional deliverables throughout the duration of the contract. Coordinating Partner reserves the right to pass relevant changes through to contracted implementing partners.
- Scheduled payments may be delayed or withheld if conditions or specific deliverables are not successfully met and/or approved.
- All material deliverables shall be delivered to the Coordinating Partner, unless noted below. Coordinating Partner shall be responsible for ensuring that deliverables reach the DPH, unless otherwise noted below.

**All contract deliverables are subject to review and approval by DPH PWTF staff, including but not limited to:**

***IMPORTANT! Dates are subject to change.***

***Please read the PWTF electronic “weekly update” regularly for any changes to deliverables and dates.***

### **Time-Specific FY17 Deliverables:**

Date	Deliverable	Notes
July 15, 2016	Clinical and Community Data due for past quarter	<ul style="list-style-type: none"><li>• Please send an email to: <a href="mailto:vharik@barnstablecounty.org">vharik@barnstablecounty.org</a> and <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a></li></ul>
July 27, 2016	Sustainability work plan revisions & Phase II plan	<ul style="list-style-type: none"><li>• These revisions shall include Phase I revisions and proposed Phase II goals and activities and will be completed/submitted with progress reports.</li></ul>
September 1, 2016	Submit budget revision to include all rollover funds	<ul style="list-style-type: none"><li>• All partner budgets must be included</li></ul>

## EXHIBIT B

September 30, 2016	Submit at least one PDSA worksheet for each PWTF priority condition (Falls, Tobacco, Asthma, and Hypertension)	<ul style="list-style-type: none"> <li>Use the PDSA form available on SharePoint or another comparable format</li> <li>PDSAs should be developed within the condition-specific workgroups with involvement from the Coordinating Partner as appropriate.</li> </ul>
October 17, 2016	Clinical and Community Data due for past quarter	<ul style="list-style-type: none"> <li>Please send an email to: <a href="mailto:vharik@barnstablecounty.org">vharik@barnstablecounty.org</a> and <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a></li> </ul>
October 26, 2016	Sustainability work plan revisions & Phase III plan	<ul style="list-style-type: none"> <li>These revisions shall include Phase II revisions and proposed Phase III goals and activities and will be completed/submitted with progress reports.</li> </ul>
December 31, 2016	Submit at least one PDSA worksheet for each PWTF priority condition (Falls, Tobacco, Asthma, and Hypertension)	<ul style="list-style-type: none"> <li>Use the PDSA form available on SharePoint or another comparable format</li> <li>PDSAs should be developed within the condition-specific workgroups with involvement from the Coordinating Partner as appropriate.</li> </ul>
January 16, 2017	Clinical and Community Data due for past quarter	<ul style="list-style-type: none"> <li>Please send an email to: <a href="mailto:vharik@barnstablecounty.org">vharik@barnstablecounty.org</a> and <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a></li> </ul>
January 25, 2017	Sustainability work plan final revisions	<ul style="list-style-type: none"> <li>Phase III revisions will incorporate final recommendations for sustainability activities from the PWAB, if applicable to local sustainability efforts.</li> </ul>
March 1, 2016	Submit a <u>draft</u> FY18 budget based on anticipated rollover funds.	<ul style="list-style-type: none"> <li>Use of the revised budget template is required</li> <li>All partner budgets required with submission of CP budget</li> <li>Budget Justification is required for CP and partners</li> </ul>
April 21, 2017	Submit <u>final</u> FY18 budgets and budget justification for CP and partners	<ul style="list-style-type: none"> <li>You may email the CP and Partner Budgets and Budget Justifications to Technical Advisor if you prefer not to upload to SharePoint</li> </ul>
April 17, 2017	Clinical and Community Data due for past quarter	<ul style="list-style-type: none"> <li>Please send an email to: <a href="mailto:vharik@barnstablecounty.org">vharik@barnstablecounty.org</a> and <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a></li> </ul>
April 28, 2017	Submit a <u>proposed</u> work plan for FY18	<ul style="list-style-type: none"> <li>DPH workplan template is required</li> </ul>
June 1, 2017	Submit a <u>final</u> workplan for FY18	
July 17, 2017	Clinical and Community Data due for past quarter	<ul style="list-style-type: none"> <li>Please send an email to: <a href="mailto:vharik@barnstablecounty.org">vharik@barnstablecounty.org</a> and <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a></li> </ul>

## **EXHIBIT B**

### **Recurring Deliverables:**

- Participate in scheduled site visit(s) and calls with DPH PWTF team, as requested.
- Attend PWTF summits and learning sessions. Please refer to the weekly update for specific requirements/participant expectations.
- Participate in all other required meetings, site visits, trainings, subject matter expert call-ins, and webinars. Please refer to the weekly update for specific dates and participation requirements.
- Complete all required surveys requested by DPH.
- Email all data submissions to Vaira Harik Amy Bettano as outlined by the evaluation team in the data submission schedule.

EXHIBIT C

Department of Public Health							
Prevention Wellness Trust Fund							
July 1, 2016-June 30, 2017--FY17							
Please complete the green shaded areas only. Contact Vaira with any questions.							
Coordinating Partner Organization:		Barnstable County Department of Human Services		PARTNER NAME:	Harbor Community Health Center, Hyannis		
Name of Partnership:		Barnstable Prevention Partnership		Contact Email:	emcmahon@hhu.us		
				Date of Update:			
				4/18/16; Revised 5/12/2016			
Light blue shaded cells have formulas and will automatically calculate the totals.							
1. Program Support--Staffing		FTE	FY17 Budget Allocated By Coordinating Partner	Prior Year Rollover Funds (From FY15 & FY16)	Total Budget	IN KIND CONTRIBUTION	BRIEF DESCRIPTION OF STAFF DUTIES REQUIRED
Ryan Ribeiro, Director of Innovation & Community Health		0.25	\$ 23,635.0		\$ 23,635	\$ -	\$45.45 x 520 hours/year
Emma McMahon, Project Mgr		0.60	\$ 37,500.0	\$ -	\$ 37,500	\$ -	\$30.9 x 1,803 hours/year
Jamie Souza, RN		1.00	\$ 71,531.2		\$ 71,531	\$ -	\$34.39 x 2,080 hours/year
Caitlin Farley, CHW		1.00	\$ 32,864.0		\$ 32,864	\$ -	\$15.08 x 2,080 hours/year
Marjorie Crabtree, NP		0.063	\$ 7,500		\$ 7,500		\$57.67 x 130 hours/year
Medical Assistant		0.037	\$ 850	\$ 150	\$ 1,000		\$13 x 77 hours per year
SUB TOTAL		2.95	\$ 173,880	\$ 150	\$ 174,030	\$ -	
Fringe Benefits %		14.0%	\$ 24,343	\$ 21	\$ 24,364	\$ -	Retirement, Worker's Comp, Health Insurance, etc.
Payroll Taxes %		8.0%	\$ 13,910	\$ 12	\$ 13,922	\$ -	Self-explanatory
Other					\$ -		Other, please describe:
1. Program Support -Staffing--TOTAL			\$ 212,134	\$ 183	\$ 212,317	\$ -	
2. Other Program Costs (please add any additional categories)			FY17 Budget Allocated By Coordinating Partner	Prior Year Rollover Funds (From FY15 & FY16)	Total Budget	IN KIND CONTRIBUTION	BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS
Office Supplies			\$ 875		\$ 875	\$ -	Color Ink \$340 (80 each x 4) for cartridges; glossy paper \$25 each @ 2 = \$50; letterhead \$52.5 + \$67.35; postage \$243. Pens \$23. Notebooks - 5 @ \$10 each = \$50. Copy paper \$50
Travel				\$ 3,500	\$ 3,500	\$ -	Mileage reimbursed at \$5.40 per mile
Clinical Trainings & Refreshments				\$ 1,000	\$ 1,000	\$ -	Approximately \$250 in refreshments per training (25 ppl per training @ \$10 per person. Approximately 4 trainings per year
Consultants:					\$ -		
DRVS Fees						\$ 20,000	Portion of annual costs for DRVS licensing fees
EmedApps Integration						\$ 10,000	referral integration
Subcontracts (partners):					\$ -		
Organization Name (If Any...)			\$ -	\$ -	\$ -	\$ -	Enter justification
Subcontracts (non-partners)					\$ -		
Motivation Works: Portuguese Community Outreach			\$ 20,000	\$ 20,000	\$ 40,000	\$ -	Outreach to approximately 1000 Portuguese speaking pts that (have HTN, DM or are at risk for falls for program engagement and motivational interviewing. Each pt receives 4 calls (1000 x 4 = 4000 calls) . Each call is \$10 (\$10 x 4,000 = 40,000)
Translation Services			\$ 1,234	\$ 750	\$ 1,984	\$ -	Translating patient education into Portuguese.
2. Total Other Program Costs--TOTAL			\$ 22,109	\$ 25,250	\$ 47,359	\$ 30,000	
3. Occupancy			FY17 Budget Allocated By Coordinating Partner	Prior Year Rollover Funds (From FY15 & FY16)	Total Budget	IN KIND CONTRIBUTION	BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS
Program Facility			\$ -	\$ -	\$ -	\$ -	Enter justification
3. OCCUPANCY TOTAL			\$ -	\$ -	\$ -	\$ -	
4. AGENCY ADMIN. SUPPORT			FY17 Budget Allocated By Coordinating Partner	Prior Year Rollover Funds (From FY15 & FY16)	Total Budget	IN KIND CONTRIBUTION	BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS
Administrative Support (Cannot exceed 15%)		7.60%	\$ 17,802		\$ 17,802		
4. AGENCY ADMIN. SUPPORT			\$ 17,802	\$ -	\$ 17,802	\$ -	
Budget Totals							
TOTAL 1+ 2 + 3 + 4			\$ 252,045	\$ 25,433	\$ 277,478	\$ 30,000	
Allocated Budget =			\$ 257,668				
Contribution to Coord. Partner Needed			\$ 5,618.15	Credit from FY15 Rollover			
Associated Budget Difference at Admin % =		7.60%	\$ (5,623.17)	\$ -			
Net FY17 Budget Reduction				\$ 5,623.17			

**EXHIBIT D.1.**

Department of Public Health <b>Prevention Wellness Trust Fund</b> BARNSTABLE PWTF, July 1, 2016-June 30, 2017					
<b>MONTHLY EXPENDITURE REPORT--IMPLEMENTATION PHASE</b>					
Partner Organization: <b>PARTNER X</b>		Name of Partnership: <b>Barnstable Prevention &amp; Wellness Partnership</b>		Date of Report: <b>MM, DD, 2016</b>	
Budget Point of Contact for questions:		Name: _____ Phone: _____ Email: _____		For Month of: <b>XXX, 2016</b>	
<b>1. Program Support--Staffing</b> (List by Name and Title)					
	TOTAL BUDGETED in YEAR 3	EXPENDITURES IN MONTH OF <b>XXX, 2016</b>	TOTAL EXPENDED THRU <b>XXX, 2016</b>	BRIEF DESCRIPTION OF STAFF ACTIVITIES	
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
SUB TOTAL	\$ -	\$ -	\$ -		
Fringe Benefits %	% \$ -	\$ -	\$ -		
Payroll Taxes %	% \$ -	\$ -	\$ -		
Other	\$ -	\$ -	\$ -	If "Other", please describe:	
<b>1. Program Support--Staffing--TOTAL</b>		\$ -	\$ -	\$ -	
<b>2. Other Program Costs</b> (add additional categories, as needed)					
	TOTAL BUDGETED in YEAR 3	EXPENDITURES IN MONTH OF <b>XXX, 2016</b>	TOTAL EXPENDED THRU <b>XXX, 2016</b>	BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS	
<b>2.a. Supplies:</b>					
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>2.b. Travel:</b>					
Staff	\$ -	\$ -	\$ -		
Patients	\$ -	\$ -	\$ -		
<b>2.c. Training:</b>					
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>2.d. Consultants:</b>					
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>2.e. Subcontracts (partners):</b>					
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>2.f. Subcontracts (non-partners)</b>					
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>2. Total Other Program Costs (2.a. to 2.f)--TOTAL</b>		\$ -	\$ -	\$ -	
<b>3. Occupancy</b>					
	TOTAL BUDGETED in YEAR 3	EXPENDITURES IN MONTH OF <b>XXX, 2016</b>	TOTAL EXPENDED THRU <b>XXX, 2016</b>	BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS	
<b>3.a. Program Facility</b>					
	\$ -	\$ -	\$ -		
<b>3.b. Facility Operations, Maint. and Furn.</b>					
	\$ -	\$ -	\$ -		
<b>3. Occupancy--TOTAL</b>		\$ -	\$ -	\$ -	
<b>4. Agency Admin Support</b>					
BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS					
Administrative Support	Partnership-wide Percentage	<b>10.07%</b> %	\$ -	\$ -	\$ -
<b>4. Agency Admin Support--TOTAL</b>		\$ -	\$ -	\$ -	
<b>MONTHLY REPORT Totals</b>					
<b>TOTAL 1+ 2 + 3 + 4</b>		\$ -	\$ -	\$ -	Report Detail Attached? <input type="checkbox"/> yes (click)



## EXHIBIT D.3.

### SAMPLE

(Agency) PWTF Activity Report for Month of [REDACTED]

*(Attach to Monthly Expenditure Report(s), Exhibits D.1 and (if needed) D.2)*

As part of the Barnstable County PWTF partnership, Scott Woodman from the YMCA made a presentation at the Full Staff Meeting about the Diabetes Prevention Program which was well received by staff. The meeting generated excitement about renewing Duffy Health Center's membership (for the patients) at the YMCA.

HIT/QA Coordinator Meg Zahn, CEO Heidi Nelson and Director of Case Mgmt. and Integrated Care Pat Cawley attended the Learning Session; Achieving Better Outcomes through Community and Clinical Linkages. The content of the meeting focused on the status of the grant's implementation. The E-Referrals System was described and the pilot sites reported on progress as well as glitches encountered. After instruction, small groups worked on a QI Project. Break out groups focused on specific interventions, with time to network. Meg and Pat sat with Barnstable partners from My Life, My Health and the YMCA, and also were able to talk with the staff from Harbor Health Systems, another project partner.

In the weekly case management meeting Pat explained the PWTF program in depth and highlighted the medical case management role of the Case Manager as Duffy moves toward the implementation phase.

In September HIT/QA Coordinator Meg Zahn spent time training the newly hired data assistant. In addition, with the upcoming IDC-10 standards and PWTF emphasis on population management, she attended an HIT training provided by our HIT Vendor, Greenway (Intergy) to learn how to better utilize the IT system for practice analytics.

In anticipation of Barnstable County PWTF consortium applying for Implementation funding, the Duffy PWTF leadership team estimated the amount of referrals for our patients through this grant in anticipation of the Implementation phase. In addition, the team spent considerable time developing the proposed implementation plan, which was submitted on Oct. 6 to Barnstable County coordinator, Vaira Harik.

Heidi Nelson, CEO, continues with leadership support for the project, attending the Sept. 11 meeting in Marlborough. Including travel, she provided 14 hours of in-kind support for this meeting. Six hours were spent on budget meeting, preparation and follow-up for the ...



Date Submitted to A/P:

Invoicing Instructions –

The areas shaded in yellow need to be completed for each invoice. Invoice #'s should be sequential i.e. 5-2016 (used for May invoice), 6-2016 (June invoice) and 7-2016 (July invoice) etc. going forward. **The year 2016 should be changed once we begin 2017 (either FY or calendar year – your choice – whatever you think is simpler). No two invoices can have the same invoice #.**

If scanning or faxing an invoice the county can only accept it for payment if you cannot provide an original invoice and they must write **“Certified Copy of Original” on it and sign or initial and date the certification** as well as the invoice before faxing it or scanning the invoice to us. An emailed invoice is acceptable as long as it can clearly be identified as original.

To process your invoice you must also include the corresponding backup documentation, so it should include your Monthly Expenditure Report and Monthly Activity Report.

If you are requesting Prepayment on an invoice in the “For The Period Of” section please make sure to state Prepayment for the month of \_\_\_\_\_.

If you have any questions or need any assistance with invoicing please contact Amanda Howe at either [ahowe@barnstablecounty.org](mailto:ahowe@barnstablecounty.org) or 508-375-6897.

**INTERMUNICIPAL AGREEMENT  
FOR INFORMATION TECHNOLOGY SERVICES  
BETWEEN BARNSTABLE COUNTY  
AND THE TOWN OF WELLFLEET**

**AMENDMENT #4**

WHEREAS, Barnstable County and the Town of Wellfleet are parties to an intermunicipal agreement executed under date of May 29, 2012 (the "Agreement");

WHEREAS, said Agreement provides for the furnishing of information technology services by Barnstable County to the Town of Wellfleet as more fully set forth in said Agreement;

WHEREAS, said Agreement expires on June 30, 2016; and

WHEREAS, the County of Barnstable and Town of Wellfleet desire to modify said Agreement and to extend the term thereof.

NOW THEREFORE, the parties hereto agree as follows:

1. The term of said Agreement is extended to June 30, 2017.
2. The annual fee for services for July 1, 2016 through June 30, 2017 shall be \$95,827.92 payable in twelve equal monthly installments of \$7,985.66 with each installment payable as provided in said Agreement.
3. In all other respects said Agreement is ratified and confirmed.

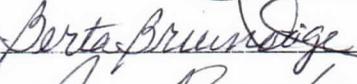
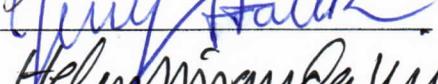
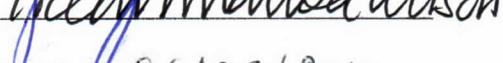
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their individual representatives whose signatures are hereto affixed.

COUNTY OF BARNSTABLE  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

TOWN OF WELLFLEET  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  


Dated: 06/28/2016

Massachusetts Association of Health Boards  
56 Taunton Street  
Plainville, MA 02762  
[www.mahb.org](http://www.mahb.org)

This Agreement is entered into this 1st day of July, 2016, by and between Barnstable County and the Massachusetts Association of Health Boards (“MAHB”).

**The Parties.**

MAHB is a non-profit organization with its office at 56 Taunton Street, Plainville, Massachusetts. MAHB is acting as Sponsoring Agency for the Region 5 Health and Medical Coordinating Coalition (HMCC), which includes the Cape Cod and the Islands- Public Health Emergency Preparedness Coalition.

**Scope of Services**

The Contractor (Barnstable County) will provide services and deliverables for Region 5 Coalition 5A PHEP Coalition (Cape Cod and the Islands). The scope of services shall include all BP5 deliverables described in the BP5 guidance manual.

1. Reporting Requirements.

The Contractor must meet all HMCC reporting schedules which are determined by the Mass Department of Public Health, Office of Preparedness and Emergency Management.

2. Warranty and Indemnification.

Contractor hereby represents and warrants that he or she shall use his or her best efforts to perform his or her obligations hereunder. Contractor shall indemnify and hold harmless MAHB from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of, relating to or based upon any claim, action or assertion against MAHB arising directly or indirectly out of the Services performed by Contractor.

3. Payment Schedule.

MAHB will provide funding in semi-annual payments subject to grant funding which will total \$139,987.00. Half of that amount will be paid upon signature of this contract and receipt of funds by MAHB. The other half will be paid as indicated by the grant manual.

4. Waiver.

A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by MAHB, and MAHB shall be free to reinstate such part or clause, with two weeks notice to the Contractor.

5. Enforceability.

If any portion or provision of this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such portion or

provision in circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted.

6. Notices and Reports.

All notices and Reports from the Contractor to MAHB shall be sent to MAHB via email to Elaine LaCoursiere [quickbooks1@hotmail.com](mailto:quickbooks1@hotmail.com)

7. Governing Law.

This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8. Audit and Administrative Requirements The subcontractor will comply with applicable federal single audit, cost principles and administrative requirement standards.

This Agreement is Accepted and Signed under Seal on this 1st day of July, 2016 by:



Marcia Benes  
Executive Director  
Massachusetts Association of Health Boards

\_\_\_\_\_  
Contractor Signature

Authorized Signatory for  
Barnstable County

04-6001419  
Tax Identification Number

Date:

Massachusetts Department of Public Health  
 Office of Emergency Preparedness  
 Budget Period 5 (July 1, 2016 - June 30, 2017)

Coalition: Cape and Islands  
 Region: Region 5  
 HMCC: Region 5 Health and Medical Coordinating Coalition

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	TOTAL
<b>PERSONNEL COSTS</b>					
* SALARIES AND WAGES	\$ 14,703.00	\$ 14,703.00	\$ 14,703.00	\$ 14,703.00	\$58,812.00
* FRINGE BENEFITS	\$ 1,260.05	\$ 1,260.05	\$ 1,260.05	\$ 1,260.05	\$5,040.20
<b>ACTUAL PERSONNEL COSTS</b>	<b>\$15,963.05</b>	<b>\$15,963.05</b>	<b>\$15,963.05</b>	<b>\$15,963.05</b>	<b>\$63,852.20</b>
<b>NON-PERSONNEL COSTS</b>					
* TRAVEL	\$ -	\$ -	\$ -	\$ -	\$0.00
* EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$0.00
* SUPPLIES	\$ 1,695.00	\$ 420.00	\$ 420.00	\$ 420.00	\$2,955.00
* CONTRACTUAL	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$69,000.00
* CONSULTANTS	\$ -	\$ -	\$ -	\$ -	\$0.00
* OTHER DPH FUNDED	\$ -	\$ 4,179.80	\$ -	\$ -	\$4,179.80
<b>ACTUAL NON-PERSONNEL COSTS</b>	<b>\$18,945.00</b>	<b>\$21,849.80</b>	<b>\$17,670.00</b>	<b>\$17,670.00</b>	<b>\$76,134.80</b>
<b>ADMINISTRATIVE FEES / INDIRECT COSTS</b>					
					\$0.00
					\$0.00
					\$0.00
<b>ACTUAL ADMIN. FEES /INDIRECT COSTS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Costs</b>	<b>\$34,908.05</b>	<b>\$37,812.85</b>	<b>\$33,633.05</b>	<b>\$33,633.05</b>	<b>\$139,987.00</b>

This line item will need to be manually entered here.  
 All others are linked from other pages.

\$139,987.00

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

June 13, 2016

#### MEMORANDUM

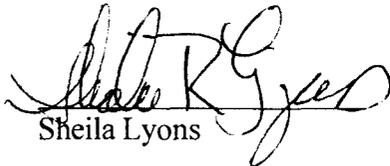
**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Bid Award

Barnstable County issued Request for Proposals for a qualified contractor to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with the Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program. The proposals were due on June 8, 2016 and one proposal was received from Fine Point Associates. The review committee consisting of Beth Albert, Director of the Department of Human Services and Michelle Springer, HOME Consortium Manager rated the proposal as Highly Advantageous and recommend the award of the contract to Fine Point. See attached memo from Beth Albert. The price proposal was for \$55,000.00, which was within the budget for this service.

Please vote to award the contract to provide monitoring to the HOME Program to Fine Point Associates, LLC as the responsive, responsible bidder offering the most advantageous proposal. The term of the contract will be upon execution of the contract until June 1, 2017.

Thank you.

County Commissioners:

  
Sheila Lyons

  
Mary Pat Flynn

\_\_\_\_\_  
Leo Cakounes

10/22/16  
Date

**AGREEMENT BETWEEN**

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

FinePoint Associates, LLC  
PO Box 1242  
Westford, MA 01886

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between FinePoint Associates (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued Request for Proposals on behalf of the Department of Human Services for a qualified contractor to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with Barnstable County HOME Consortium funds meet all the requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the bidder offering the most advantageous proposal.

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

1. **Employment of Contractor.** The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A.
3. **Time of Performance.** Execution of contract until June 1, 2017.
4. **Payment.** See attached price proposal (Attachment B to contract)
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, 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 contract 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 Contract, 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 Contract 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 Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer 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 Customer 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 1518§(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 to the County pursuant to this Contract 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 Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract 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 Contract. 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 Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract 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 Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract 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 Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of 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 Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract 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 Contract. 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 Contract which the Towns 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 or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns 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 Contract.

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 Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (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 Contract 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 Contract, in which the County or Towns are 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. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract 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 Contract 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 or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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 Contract. If any provision of this Contract 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 Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out

of the Scope of Services described in the attached "Exhibit A".

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

*Alan K. Nelson*  
\_\_\_\_\_

*July 7, 2016*  
\_\_\_\_\_  
Date

\_\_\_\_\_

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

June 2, 2016

**MEMORANDUM**

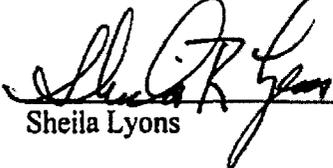
**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Bid Award

---

Barnstable County issued a bid on behalf of the Registry of Deeds to provide Index Verification, Online Correction, Microfilm, Book Printing and Binding for the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods. One bid was submitted by Xerox State and Local Solutions. Please award the bid to Xerox State and Local Solutions as the responsive, responsible bidder. See attached memo from David Murphy, Assistant Register of Deeds.

Thank you.

County Commissioners:

  
Sheila Lyons

  
Mary Pat Flynn

  
Leo Cakounes

6/8/16  
Date

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

ACS Enterprise Solutions, LLC (Xerox)  
7030 fly Road  
East Syracuse, NY 13057

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between ACS Enterprise Solutions, LLC (Xerox) (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Index Verification, Online Correction, Microfilm, Book Printing and Binding for the Barnstable County Registry of Deeds for the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the bidder offering the most advantageous proposal.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A and the items listed on the attached spreadsheet.
3. Time of Performance. July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods at the sole discretion of the County.
4. Payment. See attached price proposal(Attachment B to contract)
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, 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 contract 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 Contract, 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 Contract 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 Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer 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 Customer 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 1518§(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 to the County pursuant to this Contract 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 Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract 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 Contract. 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 Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract 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 Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract 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 Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of 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 Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract 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 Contract. 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 Contract which the Towns 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 or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns 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 Contract.

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 Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (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 Contract 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 Contract, in which the County or Towns are 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. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract 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 Contract 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 or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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 Contract. If any provision of this Contract 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 Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Louis Schiavone, Jr.

June 30, 2016  
\_\_\_\_\_  
Date

\_\_\_\_\_

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.org

July 29, 2016

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Bid Award

---

Barnstable County issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

Please award the contract to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Lawrence Lynch  
Rafferty Fine Grading  
MCE Dirtworks, Inc

Thank you.

County Commissioners:

---

Sheila Lyons

---

Mary Pat Flynn

---

Leo Cakounes

---

Date

Chatham Roadway Bid  
June 16, 2016

	Lowrence cognate	WSTENO	STENO MORNING GARNITY ASPHALT	Professy. Face Grading	Dirtworks
1	85.40	no bid	no bid	no bid	74.25
2a	100.-	no bid	no bid	no bid	200.-
2b	100.-	no bid	no bid	no bid	200.-
3	101.-	no bid	no bid	no bid	125.-
6	2.70 <del>2.00</del>	3.07	no bid	2.58	3.50
7	54.50	no bid	no bid	42.98	36.-
15	23.50	no bid	30.00	no bid	no bid
16	-	-	-	-	-
17	2:00	no bid	no bid	no bid	no bid

*Kam J Mahan*  
Witness

*Clair Davis*  
Chief Procurement Officer



**BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES**  
POST OFFICE BOX 427 BARNSTABLE, MASSACHUSETTS 02630

FAX  
(508) 362-0290  
TDD  
(508) 362-5885

Main Office (508) 375-6628  
Information Services  
(508) 375-6629

## **PRE-PAY MEMO**

DATE: July 26, 2016  
TO: Barnstable County Commissioners  
FROM: Beth Albert, Director, Dept. of Human Services  
Subject: Pre-payment: Prevention & Wellness Trust Fund Grant

---

Please vote to authorize the County Treasurer to issue checks to pre-pay Harbor Health Services, Inc. for their monthly invoices if necessary for period of July 1, 2016 – June 30, 2017 for the Prevention and Wellness Trust Fund grant. Total compensation for this 12 month period shall be the sum of \$252,045.30

Barnstable County Commissioners

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date



BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES  
POST OFFICE BOX 427 BARNSTABLE, MASSACHUSETTS 02630

FAX  
(508) 362-0290  
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(508) 362-5885

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(508) 375-6629

## PRE-PAY MEMO

DATE: July 26, 2016  
TO: Barnstable County Commissioners  
FROM: Beth Albert, Director, Dept. of Human Services  
Subject: Pre-payment: Prevention & Wellness Trust Fund Grant

---

Please vote to authorize the County Treasurer to issue checks to pre-pay the Healthy Living Cape Cod Coalition for their monthly invoices if necessary for the period of July 1, 2016 – June 30, 2017 for the Prevention and Wellness Trust Fund grant. Total compensation for this 12 month period shall be the sum of \$211,008.33.

Barnstable County Commissioners

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date



BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES  
POST OFFICE BOX 427 BARNSTABLE, MASSACHUSETTS 02630

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(508) 362-5885

Main Office (508) 375-6628  
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(508) 375-6629

## PRE-PAY MEMO

DATE: July 26, 2016  
TO: Barnstable County Commissioners  
FROM: Beth Albert, Director, Dept. of Human Services  
Subject: Pre-payment: Prevention & Wellness Trust Fund Grant

---

Please vote to authorize the County Treasurer to issue checks to pre-pay the Community Health Center of Cape Cod for their monthly invoices if necessary for period of July 1, 2016 – June 30, 2017 for the Prevention and Wellness Trust Fund grant. Total compensation for this 12 month period shall be the sum of \$377,631.48.

Barnstable County Commissioners

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date



BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES  
POST OFFICE BOX 427 BARNSTABLE, MASSACHUSETTS 02630

FAX  
(508) 362-0290  
TDD  
(508) 362-5885

Main Office (508) 375-6628  
Information Services  
(508) 375-6629

## PRE-PAY MEMO

DATE: July 26, 2016  
TO: Barnstable County Commissioners  
FROM: Beth Albert, Director, Dept. of Human Services  
Subject: Pre-payment: Prevention & Wellness Trust Fund Grant

---

Please vote to authorize the County Treasurer to Issue checks to pre-pay Duffy Health Center for their monthly invoices if necessary for period of July 1, 2016 – June 30, 2017 for the Prevention and Wellness Trust Fund grant. Total compensation for this 12 month period shall be the sum of \$285,722.53.

Barnstable County Commissioners

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date



**BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES**  
POST OFFICE BOX 427 BARNSTABLE, MASSACHUSETTS 02630

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Main Office (508) 375-6628  
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## **PRE-PAY MEMO**

DATE: July 26, 2016  
TO: Barnstable County Commissioners  
FROM: Beth Albert, Director, Dept. of Human Services  
Subject: Pre-payment: Prevention & Wellness Trust Fund Grant

---

Please vote to authorize the County Treasurer to issue checks to pre-pay the YMCA Cape Cod for their monthly invoices if necessary for the period of July 1, 2016 – June 30, 2017 for the Prevention and Wellness Trust Fund grant. Total compensation for this 12 month period shall be the sum of \$116,642.58.

Barnstable County Commissioners

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Co-Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date