



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
Jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: April 20, 2017
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Appointment

Please appoint of Andrew Gottlieb, Executive Director of the Association to Preserve Cape Cod, to the Barnstable County Coastal Resources Committee as an ad hoc member

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ron Beaty, Commissioner

Date



September 12, 2017

Leo G. Cakounes, Chair
Barnstable County Commissioners
3195 Main Street
Barnstable, MA 02630

Re: Nomination of APCC Executive Director Andrew Gottlieb to Coastal Resources Committee

Dear Mr. Cakounes and County Commissioners;

On behalf of the Association to Preserve Cape Cod (APCC), it is my pleasure to nominate Andrew Gottlieb to be appointed to the Barnstable County Coastal Resources Committee (CRC) as an ad hoc member. Mr. Gottlieb is APCC's new Executive Director and would replace Edward DeWitt on the CRC. Mr. DeWitt retired in spring 2016.

The CRC's charge is attached. The CRC is the County's advisory committee on coastal issues and also serves as the local governance committee for the Cape Cod region of the Massachusetts Bays National Estuary Program (MassBays) (<http://www.mass.gov/eea/agencies/mass-bays-program/>).

APCC is a 501(c)3 environmental organization founded in 1968 to promote policies and programs that foster preservation of Cape Cod's natural resources. APCC is the Cape's largest non-profit environmental organization with members representing all 15 towns on the Cape. Our goals include protection of groundwater, surface water, and wetland resources; preservation of open space; promotion of responsible, planned growth; and the achievement of an environmental ethic. To achieve these goals, we provide technical assistance, outreach, advocacy, science-based policies and facilitation (<http://www.apcc.org>). APCC is also the Regional Service Provider for the Cape Cod region of MassBays (<http://www.mass.gov/eea/agencies/mass-bays-program/regions/cape-cod.html>).

Thank you for your consideration. We greatly look forward to Mr. Gottlieb's appointment to the CRC. If you have any questions, please feel free to contact me at (508) 619-3185.

Respectfully,

Jo Ann Muramoto, Ph.D.
MassBays Regional Coordinator, Cape Cod region
CRC Administrator

Attachment: CRC charge

cc: Robert Duncanson, Ph.D., Co-chair, CRC
Stephen P. McKenna, Co-chair, CRC

Barnstable County Coastal Resources Committee

I. Mission Statement

The mission of the Barnstable County Coastal Resources Committee (CRC) is to:

1. Promote regional awareness of coastal issues by serving as conduit or liaison for the exchange of information between Cape Cod communities; and between these communities and the Barnstable County Commissioners, the Cape Cod Commission, the Massachusetts Coastal Zone Management program, and the Massachusetts Bays Program where the CRC serves as the Local Governance Committee.
2. Enhance coastal resource protection by undertaking special projects designed to provide specific information, guide policy-making, or help to resolve Cape Cod coastal zone problems.
3. Provide technical advice and recommendations on coastal issues of regional significance to the county and to towns on Cape Cod.

II. Membership Composition

Voting Members: Provide liaison between the CRC and towns and consist of a representative from each town (preferably a town employee) nominated by the Selectmen (or Town Council in Barnstable), and two members at large to be appointed by the County Commissioners. Voting Members should have technical expertise in coastal issues.

Ad Hoc Members: Provide coastal expertise and liaison with agencies and organizations and consist of a representative nominated by each of the following:

- Barnstable County Assembly of Delegates;
- Barnstable County Selectmen's Association;
- Barnstable County Department of Health and the Environment;
- Barnstable County's Cape Cod Cooperative Extension;
- Barnstable County Water Protection Collaborative;
- Barnstable County Shellfish Advisory Committee;
- Cape Cod Commission, Coastal and Marine Resources;
- Host organization / agency for the Massachusetts Bays Program, Cape Cod region;
- MA Coastal Zone Management, Cape & Islands Region;
- Natural Resources Conservation Service / Cape Cod Conservation District;
- Cape Cod National Seashore;
- A representative of the Business Community, nominated and appointed by the County Commissioners; and
- A representative from each of the following, appointed by the County Commissioners:
 - WHOI SeaGrant Program;
 - Association to Preserve Cape Cod; and
 - Compact of Cape Cod Conservation Trusts.

Executive Committee: The CRC will establish an Executive Committee consisting of the Chair, Co-Chair, Vice-Chair, and 3 to 5 members of the CRC.

Voting: All Voting Members cast one vote per person.

Attendance: All members are expected to attend quarterly committee meetings. The Executive Committee is expected to meet once a month.

III. Responsibilities

1. Provide liaison on coastal issues between towns, county and state by:
 - a. Establishing and maintaining good communication with relevant town boards and committees,
 - b. Representing town or county interests,
 - c. Ensuring information exchange between towns and the county, and
 - d. Interacting with towns or county regarding specific implementation measures.
2. Provide a forum to address and implement measures to enhance and/or preserve the beneficial functions of coastal resources.
3. Advise the County Commissioners, the Cape Cod Commission, the towns, the MA CZM program, and Massachusetts Bays Program Management Committee concerning coastal issues, coastal policy, regulations or projects of local and regional importance.
4. Discuss and assist in the prioritization of marine and fresh surface water issues of regional importance in Cape Cod towns and watersheds.
5. Initiate actions to improve coastal zone decision-making via the identification and implementation of special projects.
6. Identify the outreach and education needs of the public and of the coastal management community, and implement actions to meet those needs.
7. Help identify and expedite sound environmental regulations, bylaws and other appropriate mechanisms and initiatives consistent with the Massachusetts Bays Action Plan, and help to implement Massachusetts Bays Program Comprehensive Conservation and Management Plan.
8. Provide timely briefings to the County Commissioners, the Assembly of Delegates and the Cape Cod Commission on current and future Committee activities.

IV. Functions

Meetings will focus on predetermined topics, sometimes with invited speakers, but also include short updates from town representatives and representatives of other agencies. Meetings will be publicized to encourage broad participation from the public.

The CRC will select specific projects with input from members and others to accomplish via the appointment of sub-committee working groups. Upon project completion and Committee approval, the CRC will identify a new project(s) to work on.

The Executive Committee will meet regularly, at a minimum of once per month, to review issues from the towns, county, state, and Massachusetts Bays Program that need immediate attention, and those to bring to the full Committee's attention. The purpose of the Executive Committee is to keep current on important issues, generate agendas, and help ensure that the Committee is timely in its actions.

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

September 14, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Approval of Pre-Qualified Vendors

In January, the Purchasing Division worked with the AG's Office and the Towns to issue a Request for Qualifications (RFQ) for Tradespersons for municipalities to use fourteen different categories of work was approved. The Request for qualifications allowed for a re-opening of the request for qualifications in six months. The RFQ was reopened in August and we received qualifications from ten (10) additional vendors.

Attached is a list of vendors that have responded with all the necessary information and whose references have been satisfactory. Please approve the list of pre-qualified bidders as attached.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Leo G. Cakounes

Mary Pat Flynn

Date

BARNSTABLE COUNTY APPROVED TRADESEPERSON LIST – 8/17

CATEGORY	VENDOR	LOCATIONS			
		UPPER CAPE	MID CAPE	LOWER CAPE	OUTER CAPE
General Contracting	Robert Childs, Inc		X	X	
Septic	Robert Childs, Inc		X	X	
Asphalt	Robert Childs, Inc		X	X	
General Contracting	New England Spec Inc	X	X	X	X
Asphalt	New England Spec Inc	X	X	X	X
General Contractors	Coastal Custom Builders	X	X	X	X
Masonry	Coastal Custom Builders	X	X	X	X
Painting	Coastal Custom Builders	X	X	X	X
Septic Services	Coastal Custom Builders	X	X	X	X
Tree Services	Coastal Custom Builders	X	X	X	X
Asphalt/Paving	Ludlow Memorial Co., Inc	X	X	X	X
Painting	Ludlow Memorial Co., Inc	X	X	X	X
General Contractors	Ludlow Memorial Co., Inc	X	X	X	X
Painting	Ludlow Memorial Co., Inc	X	X	X	X
Masonry	Ludlow Memorial Co., Inc	X	X	X	X
General Contracting	Robert B Our	X	X	X	x
Septic	Robert B Our	X	X	X	X
Asphalt/Paving	Robert B Our	X	X	X	X
Masonry	P.J. Spillane Company, Inc	X	X	X	X
General Contractor	Setronics	X	X	X	X
Electricians	Setronics	X	X	X	X
Telecom/Intercom	Setronics	X	X	X	X
Fire Alarms	Setronics	X	X	X	X
Security Alarms	Setronics	X	X	X	x
HVAC	Advance Air & Heat Co, Inc	X	X	X	X
HVAC	Cape Cod Mechanical Systems	X	X	X	X
Security Alarms	Securadyne Systems	X	X	X	X
Plumbing	DNL Plumbing & Mechanical, LLC	X	X	X	x

COUNTY OF BARNSTABLE

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DEPARTMENT OF FINANCE

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P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

February 7, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Approval of Pre-Qualified Vendors

Recent changes to MA General Law through the Municipal Modernization Act allow for an awarding authority to procure a list of vendors for defined categories of trades work for individual projects that are estimated to cost between \$10,000 and \$50,000. Once a list of vendors has been pre-qualified, municipalities may use it to solicit three quotes for each project engagement and award a contract to the responsive, responsible bidder offering the lowest price.

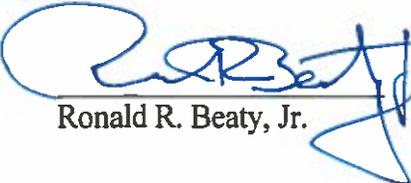
The Purchasing Division worked with the towns and the Attorney General's Office to develop specifications that comply with the newly enacted law. We requested qualifications from vendors for a list of different trades. Each vendor was required to submit qualifications and a list of references, as well as agree to comply with the requirements of Massachusetts Construction laws.

We were able to develop a list of sixty vendors in fourteen different categories of work. Once approved, the list will be distributed to towns and other political subdivisions who will then utilize it by following the quote process. The towns will enter into their own contracts with vendors for their individual projects. The benefit of using this list is that it allows municipalities to forego lengthy advertising requirements for small scale projects.

Attached is the list of vendors that have responded with all of the necessary information and whose references have been satisfactory. Please approve the list of pre-qualified bidders as attached.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.

Mary Pat Flynn


Leo Cakounes

02/08/17

Date



RESOURCE DEVELOPMENT OFFICE

FUND REQUEST MEMO

DATE: September 15, 2017
TO: JACK YUNITS, JR.
FROM: BOBBI MORITZ
SUBJECT: MASSHOUSING HOARDING GRANT FY18

Explanation: New fund required to establish a budget in MUNIS
Department: Health and Environment/Cape Cod Hoarding Task Force
Funder: MassHousing (Massachusetts Housing Finance Agency)
Amount: \$3,500.00
Purpose/Project: To provide 1:1 direct services for 30 individuals who have completed at least six sessions of the Buried in Treasures Self-Help Workshop, or other support services that address hoarding.

Please establish a new fund for this grant.

Respectfully Submitted,

RDO Officer Signature: *Bobbi Moritz* 9/15/17

County Administrator: JACK YUNITS, JR.

Date:

N/A

N/A

N/A

Commissioner Name

Commissioner Name

Commissioner Name



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000 | FAX: 617.854.1091
Vp: 866.758.1435 | www.masshousing.com

September 5, 2017

Sean O'Brien
Director, Barnstable County
Department of Health & Environment
P.O. Box 427
Barnstable, MA 02630

Dear Mr. O'Brien:

I am pleased to inform you that Barnstable County Department of Health & Environment has been awarded \$3,500.00 to support the activities of the Cape Cod Hoarding Task Force as described in the proposal submitted on August 4, 2017.

The terms of the attached Terms and Conditions govern the award to Barnstable County. By accepting payment of funds from MassHousing, you agree to be bound by the terms of the Terms and Conditions.

As stated in the Terms and Conditions, you must submit a brief progress report due February 28, 2018 and a final report due July 31, 2018. To receive payment, you must submit an invoice and supporting documentation to MassHousing. Reports and invoices should be submitted directly to:

Edward R. Chase
Community Services
MassHousing
One Beacon Street
Boston, MA 02108
echase@masshousing.com

All inquiries and notifications related to this award should be directed to me at 617-854-1094 or echase@masshousing.com. Thank you for your commitment to addressing hoarding in Massachusetts and your local community.

Sincerely,

Edward R. Chase, Community Services
MA Statewide Steering Committee on Hoarding

TERMS AND CONDITIONS

The following terms and conditions apply to the funds awarded to the Cape Cod Hoarding Task Force (the "Program") in connection therewith by the Massachusetts Housing Finance Agency ("MassHousing") to Barnstable County Department of Health & Environment (the "Contractor").

1. EMPLOYMENT OF CONTRACTOR

MassHousing agrees to engage Contractor and Contractor agrees to perform the services described in these Terms and Conditions.

2. AREA AND SCOPE COVERED

Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A hereto and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from Edward R. Chase. Contractor shall furnish all equipment necessary to perform the services specified herein. None of the work or services covered by these Terms and Conditions shall be subcontracted without the prior written approval of MassHousing.

3. PERSONNEL AND STATUS OF CONTRACTOR

- a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under the Program and these Terms and Conditions. The use of subcontractors by Contractor requires the approval of MassHousing.
- b. Contractor shall complete the services required hereunder according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services hereunder. The parties further hereby acknowledge that Contractor's employees and subcontractors (if permitted by MassHousing) shall not be deemed to be employees of MassHousing by virtue of the Program or these Terms and Conditions, or actions of such employees and subcontractors in furtherance of either.

- c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing's name or on MassHousing's behalf, or make any promises or representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.
- d. All of the services required will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.

4. TIME OF PERFORMANCE; TERM

The services of Contractor are to commence as soon as practicable after receipt of the award letter to which these Terms and Conditions are attached. The Program and these Terms and Conditions shall terminate on **June 30, 2018** unless extended by written agreement of the parties.

5. COMPENSATION

- a. Contractor agrees to perform all of the services in connection with the Program for an amount not to exceed **\$3,500.00**. Contractor shall perform no work in excess of the cost limitation set forth herein absent written authorization from MassHousing's designee to proceed with such work.
- b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under the Program and these Terms and Conditions.

6. NON-DISCRIMINATION

There shall be no discrimination against an employee who is employed in the work covered by the Program and these Terms and Conditions, or against any applicants for such employment, because of race, color, religious creed, national origin, sex, sexual orientation, or ancestry. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. Contractor shall insert a similar provision in all subcontracts for services covered by these Terms and Conditions.

7. TERMINATION OF PROGRAM

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

8. CHANGES

MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under the Program and these Terms and Conditions. Such changes, including any increase or decrease in the amount of Contractor's services and compensation, shall be incorporated in written amendments to these Terms and Conditions and Contractor's compensation shall be modified as mutually agreed upon by Contractor and MassHousing.

9. INTEREST OF MEMBERS OF MASSHOUSING AND OTHERS

No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which the Program is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these Terms and Conditions, shall (a) participate in any decision relating to the Program that affects its personal interest or the interest of any corporation, partnership, or association in which it is

directly or indirectly interested; or (b) have any interest, direct or indirect in the Program or the proceeds thereof.

10. INTEREST OF CONTRACTOR

Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, Chapter 268A, § 1 *et seq.*, and will take all necessary action, in connection with the provision of services hereunder, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services required to be performed under these Terms and Conditions. Contractor further covenants that in the performance of these Terms and Conditions no person having any such interest shall be employed.

11. ASSIGNABILITY

Contractor shall not assign any interest in the Program or under these Terms and Conditions, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.

12. INDEMNITY

Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.

13. INSURANCE

Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 15 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation

act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under the Terms and Conditions, either by Contractor and its employees, by any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors, while providing services in connection with the Program.

14. ENTIRE CONTRACT

These Terms and Conditions, as well as the award letter to which they are attached, constitutes the entire contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of these Terms and Conditions and any attachments, addenda, amendments or exhibits hereto, the provisions of these Terms and Conditions shall prevail.

15. AMENDMENTS

No contracts amending, altering, supplementing, or waiving any of the provisions of these Terms and Conditions shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.

16. NO WAIVER

Failure of either party to enforce a right under these Terms and Conditions shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

17. GOVERNING LAW

These Terms and Conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.


Edward R. Chase
MassHousing
9/14/17

Jack Yunits
Barnstable County

ATTACHMENT A

Description of Scope of Work

The contractor shall provide services as described in its proposal submitted in response to the FY18 Hoarding Task Force Request for Proposals.

Eligible Activities include:

- in home sorting and discarding, and funding assistance for such services
- funding assistance for cleanups when needed
- continuing task force development, support and funding
- increased peer led support groups
- continuing professional support groups
- community outreach and education,
- training, especially more hands on and advanced training
- data collection, tracking and analysis
- other, as proposed by the applicant and subsequently approved by MassHousing.

Eligible Costs include:

- direct staff or contracted personnel
- services
- operations
- administrative support
- other, as proposed by the applicant and subsequently approved by MassHousing.

To receive payment, the contractor shall submit an invoice(s) with supporting documentation for costs incurred through **June 30, 2018**. Invoices may be submitted at anytime during the operation of the Program, but no later than **July 31, 2018**.

The contractor shall also submit a progress report due **February 28, 2018** and a final report due **July 31, 2018**. Reports should minimally include:

- narrative that summarizes the activities of the grant and assesses the impact on the community
- data demonstrating the success of any individual cases, and
- the total number of people that benefited from this grant, both persons who hoard and professional/community persons.

Invoices and reports shall be submitted to:

Edward R Chase
Community Services Department
MassHousing
One Beacon Street
Boston, MA 02111
echase@masshousing.com

EXHIBIT 1: PROPOSAL SUMMARY FORM

Hoarding Task Force Name: CAPE COD HOARDING TASK FORCE (CCHTF)

Geographic Area served (if different): BARNSTABLE COUNTY

Amount Requested: \$ 3,600

Applicant Information:

Agency Name or Government Entity:

BARNSTABLE COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT

Mailing Address: PO Box 427

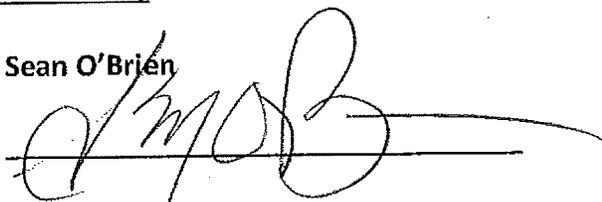
City: BARNSTABLE State: MA Zip: 02630

Employer Identification Number (EIN): 04-6001419

Application Submitted by:

Name: Sean O'Brien

Signature:



Title: Director: Barnstable County Department of Health and Environment

E-Mail: sobrien@barnstablecounty.org

Contact person: Erika Woods- CCHTF Chair

Telephone: (508) 375-6620

E-Mail: erika.woods@barnstablecounty.org

EXHIBIT 2: NARRATIVE OF PROGRAM COMPONENTS #1-5

1. PROJECT SUMMARY

For the proposed project, MassHousing grant funds will be used to support 1:1 direct services for at least 30 individuals who have either completed at least 6 sessions of the *Buried in Treasures self-help workshop*, or other hoarding/ cluttering support services, or who are currently working with an enforcement or other agency and is unable to afford such services. The 1:1 services will include an evaluation of the conditions in the individual's home, an assessment of goals for the individual and then a discussion of a proposed plan of action. The goal of the 1:1 services is to support the efforts of the individual and to assist the individual in developing a strategy that can be followed as they move forward in their effort to lead a less cluttered life.

The first *Buried in Treasures* (BIT) group on Cape Cod was held in the town of Dennis in 2013 and since that time it has been expanded with the help of the Cape Cod Hoarding Task Force (CCHTF) and funding from such sources as MassHousing. This fall, there will be 4 such groups on Cape Cod, in the towns of Provincetown, Harwich, Falmouth and, for the first time, Mashpee. Facilitators from past groups have often commented that one of the hardest things for the participant, is going home and trying to figure out where they should start. Our proposal would assist those individuals, as well as others, who have insight and are ready for change, to assess their personal situation, help develop a strategy to apply the principles learned in BIT or from other qualified agencies or sources, and reduce the barrier created by disposal fees.

2. APPLICANT QUALIFICATIONS AND PROJECT MANAGEMENT

MISSION

The Cape Cod Hoarding Task Force's mission is to raise awareness of compulsive hoarding and to provide education and support for those affected by hoarding through accessible tools, referrals and resources. The Cape Cod Hoarding Task Force (CCHTF) seeks to develop a coordinated response among community agencies to the problem of hoarding in a sensitive and responsible fashion.

BACKGROUND

The Cape Cod Hoarding Task Force (CCHTF) began in 2010, and since that time, it has become one of the most viable and visible collaborations in this region. The task force includes a wide range of concerned individuals who represent multiple community groups and agencies. Among these are: home organizers, senior move managers, health agents, housing authority service coordinators, animal control officers, elder protective services investigators, social service professionals, police and fire.

In November of 2016, the CCHTF was approved by Barnstable County Commissioners to become a Barnstable County program under the umbrella of the Department of Health and Environment. While the County does not provide direct financial support, this move created a cooperative arrangement between the two entities that allows the County to act as the fiduciary agent for the CCHTF, and creates a stronger foundation for the task force to leverage funding and provide more educational programs, community outreach, and support services.

CAPACITY

The Task Force Executive Committee is comprised of nine dedicated members who have conducted trainings, workshops, facilitated presentations for local organizations, participated in radio programs on the topic of hoarding and who provide consultation services to individuals and organizations struggling to develop an effective response to individual situations.

Since the first CCHTF sponsored event in 2012, the task force has reached out to over 700 community members at open events, and sponsored or conducted training for over 400 professionals from Cape Cod and the South Shore. Members of the task force's Executive Committee have also been invited to speak at events such as multiple police *Community Intervention Trainings*, Barnstable County Fire Training Academy classes and presentations to councils on aging and the local Health Agent's Coalition.

The CCHTF holds meetings every other month that are publicized and open to professionals who have or may encounter or assist individuals who are struggling with hoarding/ cluttering. Meetings consist of introductions and announcements followed by a main educational or informational presentation. Past presentations have included topics such as indoor air quality, animal hoarding, and personal protective equipment from organizations/ individuals such as the International Fund for Animal Welfare, the Dennis animal control officer, Nauset Environmental and Senior Environmental Specialists from the Barnstable County Department of Health and Environment.

Using technology and social media, the CCHTF created an outreach strategy that includes its website, www.hoardingcapecod.org, and Facebook social media page. Based on the number of "hits" the sites receive, there is evidence that these points of entry provide access to online

information and local contacts that have helped people living on Cape Cod find resources they need and may not have otherwise been able to access. Due to its broad outreach, and digital media, the CCHTF also receives many calls and emails from individuals located in other areas of the state or country, looking for information and resources.

PROJECT MANAGEMENT

Supervisor: Erika Woods, Senior Environmental Specialist for Barnstable County Department of Health and Environment, is the Chairperson for the Cape Cod Hoarding Task Force Steering Committee. She will have the overall programmatic responsibility of supervising, coordinating, planning, reviewing and reporting.

Fiscal agent: Barnstable County will be the fiscal agent.

Fiscal management: Funds will be managed by Barnstable County Resource Development Officer, Bobbi Moritz, in coordination with the Barnstable County Finance Department.

3. TASK FORCE PARTNERS

This proposal does not require any direct partnerships, however, as always, the CCHTF will work with its multi-disciplinary membership to provide direct services and to identify individuals in need of assistance.

4. DETAILED PROJECT DESCRIPTION

PROJECT OVERVIEW and ACTIVITIES: PROGRAMMATIC DESIGN

The CCHTF proposal to MassHousing is based on experiences gleaned from a previous CHNA 27 grant project that ended in April 2016 as well as a FY 17 MassHousing grant. Both programs provided 1:1 direct services to individuals from *Buried in Treasures* groups around Cape Cod. The current proposal would expand on that

program to include other individuals that may not be able to attend one of the local BIT groups but who are already working with an agency or organization to declutter their home. The 1:1 services are often what is missing from the equation when local agencies are working with individuals who have a readiness to change, but who are struggling to find a good path forward.

The anticipated target is 6 clients per BIT group and 6 clients who are already working with a local agency or organization, although the number served may be adjusted based on participation. The goal is to provide 30 clients with a minimum of 2.5 hours of individualized assistance, and to provide individuals in need with much needed funding for materials-removal.

In each case, the service provider will continue to collect data by filling out an *Activities of daily living* assessment for each client. This will provide a better understanding of the situations and limitations that individuals face in these situations. Data collected from this and previous projects will be used to demonstrate what is needed to address this multi-faceted issue, through the creation of future, sustainable County programs.

<u>PROJECT MILESTONE / MAJOR ACTIVITY</u>	<u>TARGET COMPLETION</u>
	<u>DATE</u>
Provide direct sorting & discarding assistance	December 31, 2017
Data collection and analysis; Final report preparation	February 28, 2018

*** Services will continue until funds are expended or until the June 30, 2018 deadline***

**MASSHOUSING BUDGET FY18
CAPE COD HOARDING TASK FORCE**

CATEGORY	AMOUNT REQUESTED	IN-KIND	TOTAL PROGRAM EXPENSES
PERSONNEL Project Supervisor: Program oversight and data collection; reporting \$46/hour x 1.5 hours/week x 23 weeks	-0-	\$1,587.00	\$1,587.00
CONTRACTUAL 1. Direct Service (1:1 sorting/discarding) 1:1 services to clients \$40/hr. x 2.5 hrs./client x 30 clients 2. Disposal Services	\$3,000.00	-0-	\$3000.00
	\$500.00	-0-	\$500.00
SUPPLIES Respirators, PPE-gloves, trash bags	-0-	\$200.00	\$200.00
TOTAL	\$3,500.00	\$1,787.00	\$5,287.00

Please visit our web site at <http://www.mass.gov/dpl/boards/SW>

CAROL A BISHOP
PO BOX 499
N TRURO, MA 02652-0499

(SW)

Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
SOCIAL WORKERS
ISSUES THE FOLLOWING LICENSE
LICENSED IND CLINIC SOC WORKER

CAROL A BISHOP
PO BOX 499
N TRURO, MA 02652-0499


LISCENSEE SIGNATURE
Carol A Bishop

1021134 10/01/2018 173080

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER



Receipt for Payment

11/01/2016
Carol A Bishop
P o Box 498
No Truro, MA 02652

Policy Number: # AR12195
Effective Date: 11/18/2016 to 11/18/2017

This receipt is to verify that the below payment was received on 11/01/2016.

Description	Amount
Professional Liability Insurance Premium <small>(Includes additional insureds on the II application)</small>	\$ 111.00
State Licensing Board Increase <small>(\$25.00% of coverage insured)</small>	\$ 0.00
Administrative Fee	\$ 20.00
State Taxes	\$ 0.00
Total:	\$ 131.00

Card Type: VISA

Last 4 digits of Credit Card: XXXX3642

* The Professional Liability premium may also include the premium owed for additional coverages, such as additional insureds.

Thank you for choosing CPH & Associates!

Sincerely,

C. Philip Hodson, President

Office Hours:

Monday - Friday 8:30 AM-5 PM
711 S. Dearborn, Suite 205, Chicago, IL 60605 Fax: 312-987-0902 Phone: 800-875-1911
E-mail: info@cphins.com Website: www.cphins.com

Certificate of Insurance (Proof of Coverage) 11/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Carol A Bishop	Administered By:

P o Box 499
No Tanta, MA 02652

*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.

CPI and Associates
711 S. Dearborn, Suite 205
Chicago, IL 60605
P. 312-987-9823 F. 312-987-0902
info@cpihins.com
Underwritten By:
Philadelphia Indemnity Insurance Company

Coverage

Policy #: AR12195

Effective Date: 11/18/2016

Expiration Date: 11/18/2017

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
EACH OCCURRENCE (Per individual claim)	AGGREGATE (Total amount per policy year)	
\$1,000,000	\$5,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation
\$15,000	\$15,000	Defense Coverage
\$10,000	\$35,000	Assault Coverage
\$5,000/person	\$50,000	Deposition Expense Benefit
\$15,000	\$15,000	Medical Expense Coverage
		First Aid Coverage

Description/Special Provisions:

Certificate Holder

Cancellation

PROOF OF COVERAGE

Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Holder has also been added to the policy as an additional insured:**

Yes/XNo

C. Philip Hodson

**If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Authorized Representative
C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

From: info@cphins.com 
Subject: CPH Policy Documents
Date: November 1, 2016 at 5:05 PM
To: Dmmcab8890@comcast.net

Dear Carol,

Thank you for purchasing your Professional Liability policy from CPH & Associates. Attached you will find your Application, Declaration Page, and Certificate of Insurance (Proof of Coverage).

If you added additional insureds, please note there will be a separate certificate attached for each additional insured entity, reflecting their name in the certificate holder box.

Named Insured: Carol A Bishop
Policy Number: AR12195
Policy Period: 11/18/2016 to 11/18/2017

Click [here](#) to view your Policy Specimen.

As a benefit from CPH Insurance, you're eligible to receive referrals from Psychology Today's Therapy Directory FREE for 6 months (a savings of \$180!). If you haven't already claimed yours, sign-up here: [click here](#). This offer only applies to NEW members of The Therapy Directory.

Please be advised it is your responsibility to notify CPH & Associates of changes to your mailing address, employment status, new license, and any other additions or revisions that must be made to your policy.

Please visit our website and use the CPH Customer Portal to:

- [Make policy changes](#)
- [Update your mailing address](#)
- [Look up your proof of coverage/policy documents](#)
- [Report a Claim](#)

(If you need to request a claims history, please contact CPH & Associates.)

We've also subscribed you to our Avoiding Liability Bulletin. We send out an e-alert email at the beginning of each month notifying you that the new Bulletin is available for viewing. You can un-subscribe from the e-alerts by clicking a link at the bottom of the emails.

If you have any questions, feel free to e-mail us at info@cphins.com, or call us at 312-987-9823 or 1-800-875-1911 during our business hours: Monday-Friday: 8:30 am - 5:00 pm CST.

Thank you for your business. We look forward to serving you.

Sincerely,
C. Phillip Hodson
President

CPH & Associates
711 S. Dearborn Suite 205
Chicago, IL 60605
Office: 312-987-9823
Toll Free: 800-875-1911
Fax: 1-312-987-0902
-AHI-





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Partners Agency, Inc. 26865 Center Ridge Road Westlake OH 44145		CONTACT NAME: Charles Snyder PHONE (A/C, No, Ext): (800) 229-5266 E-MAIL ADDRESS: csnyder@inspartners.com FAX (A/C, No): (440) 835-9614	
INSURED Deborah Scavotto dba Smooth Moving for Seniors 543 Carriage Shop Road E Falmouth MA 02536		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1671422944

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHBOP011196	5/12/2016	5/12/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Professional Liability	\$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHBOP011196	5/12/2016	5/12/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Deborah Scavotto
 dba Smooth Moving for Seniors
 543 Carriage Shop Rd.
 E. Falmouth, MA 02536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G Dadas, CIC CRM/ALLE

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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

September 9, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Contract Amendment

In November 2016, the County issued a Request for Proposals for a qualified contractor to provide services for Continuum of Care Planning. The contract was awarded to Lee Hamilton at \$53.19 per hour for 479 hours per year. The term of the contract was for one year of execution of the contract with the option to renew for two additional one-year periods. As an employee will be hired starting October 2nd to fulfill the tasks required in the RFP, the contract with Lee Hamilton will not be renewed in January.

In the meantime, Beth Albert, Department of Human Services Department Manager is requesting an amendment to the contract of 100 hours, so that Lee Hamilton can train and acquaint the new staff person with the work. Chapter 30B, Section 13 allows a contract to be increased by 25%, if the original cost remains the same (see attached Chapter 30B, Section 13).

Please approve an amendment to the contract to increase the number of hours by 72 at the original hourly rate of \$53.19. The total amendment would be for \$3,829.68. These funds are coming from the HUD CoC Planning Grant.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Leo G. Cakounes

Mary Pat Flynn

Date

CONTRACT AMENDMENT

The contract made the Fourth Day of January, Two Thousand and Seventeen by and between Lee Hamilton, Ph.D hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY" for the following:

Barnstable County, through its Chief Procurement Officer and on behalf of the Department of Human Services is seeking proposals from qualified contractors to provide services for the Continuum of Care Planning.

is hereby amended to increase contract amount by 72 hours at a rate of \$53.19 for a total increase of \$3829.68.

WITNESS WHEREOF the parties hereto have executed this Amendment this

(date)

For the Contractor:

By: _____

COUNTY OF BARNSTABLE

BARNSTABLE COUNTY COMMISSIONERS



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Elizabeth Albert, Director
balbert@barnstablecounty.org

September 12, 2017

To: Elaine Davis
From: Beth Albert, Director
Re: Request to amend Lee Hamilton's Contract

Following Chapter 30B Section 13 of the Uniform Procurement Act, I am requesting Lee Hamilton's contract be amended as follows:

1. Beginning October 2, 2017 – January 3rd, 2018 provide training and technical assistance to the new Continuum of Care Program Manager. Scope of work to include review of CoC program components, required CoC planning activities, grantee monitoring, and the CoC annual application. Amend contract to add 72 additional hours at a rate of \$53.19.

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

December 26, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Advanced Payment

The County issued a Request for Proposals for qualified contractors to provide services for the Continuum of Care Planning for the Department of Human Services. One response was received from Lee Hamilton, Ph.D. The proposals were reviewed by Beth Alberts and Vaira Harick from the Department of Human Services. Both rated the proposal as Highly Advantageous. The price proposal was for \$53.19/hour for 479 hours, equaling \$25,478.01. The contract is for one year from the execution of the contract with two one year options to renew.

Please award the contract to Lee Hamilton, Ph.D as the bidder submitting a highly advantageous proposal within the allotted budget.

Thank you.

County Commissioners:

Sheila Lyons


Mary Pat Flynn


Leo Cakounes

12/21/2016

Date

AGREEMENT
BETWEEN

Barnstable County through
3195 Main St.
Barnstable, MA 02630

and

Lee M. Hamilton, Ph.D.
27 Plymouth Road
Yarmouth Port, MA 02675

THIS AGREEMENT, made this 4th day of January 2017 by and between Lee M. Hamilton, Ph.D. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, acting by and through the Cape Cod County (hereinafter referred to as the County) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Barnstable County Commissioners have issued a Request for Proposals from qualified contractors to provide services for Continuum of Care Planning.

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

WHEREAS, the vendor is the responsive, responsible bidder submitting the most advantageous proposal

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

1. **Employment of Contractor.** The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated November 7, 2016 and its proposal dated November 21, 2016, incorporated herein by reference.
3. **Time of Performance.** Work in connection with the Agreement shall begin upon execution of this Agreement and continue until one year from execution of the contract with two one year options to renew at the sole discretion of the County.
4. **Payment.** The County shall compensate the Contractor \$53.19/hour for 479 hours, for a total of \$25,478.01. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st.

5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this 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 Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided by the Contractor pursuant to this 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 County. No subcontract or delegation shall relieve or discharge the Contractor 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, IT, 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 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 County thereto; provided, however that claims for money due or to become due the Contractor from the County 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 County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this 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 is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this 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 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 must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

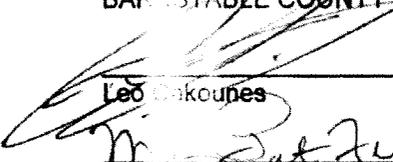
21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be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

22. **Licensing.** All software provided under this agreement shall be licensed to the Barnstable County Information Technology Department, owned by Barnstable County, and used in agreement with the licensing terms of the software manufacturers.

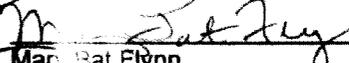
23. **Data ownership.** All data contained in the proposed solution shall be and remain the property of Barnstable County and the Cape Cod County. The proposer retains no right to use or access the data once the scope of this contract is complete.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 4th day of January in the year two thousand and seventeen.

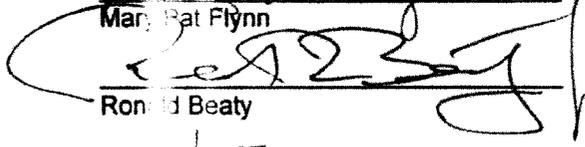
BARNSTABLE COUNTY COMMISSIONERS:



Leo Sakounes



Mary Pat Flynn



Ronald Beaty

01/04/2017
Date

FOR THE CONTRACTOR:



Lee M. Harrill

December 27, 2016
Date

Part I ADMINISTRATION OF THE GOVERNMENT

Title III LAWS RELATING TO STATE OFFICERS

Chapter UNIFORM PROCUREMENT ACT
30B

Section 13 INCREASE OF SERVICES OR SUPPLIES SPECIFIED IN
CONTRACT

Section 13. The governmental body may increase the quantity of supplies or services or both specified in a contract provided:

- (1) the unit prices remain the same or less;
- (2) the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the governmental body and is more economical and practical than awarding another contract;
- (3) the parties agree to the increase in writing; and
- (4) the increase in the total contract price does not exceed 25 per cent but a contract for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and

(5) the governmental body, with the agreement of the contractor, may reduce the unit price for supplies or services or both specified in a contract to be paid by the governmental body at any time during the term of the contract or when an option to renew, extend or purchase is exercised.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 09/13/2017

To: COUNTY OF BARNSTABLE
Re: Contract # **INTF2354M04301822071**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact **Pech, Victoria** at **617-624-5807**
An original contract package must be completed by **09/27/2017** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: **Pech, Victoria**



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

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Lieutenant Governor

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Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

September 13, 2017

Bobbi Moritz
County of Barnstable
P.O. Box 368
Barnstable MA 02630

Dear Mr. Moritz:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Addiction Services has amended your contract INTF2354M04301822071. The line item you requested exceeded the 25% rule therefore requiring a formal amendment. The revised figures have been entered into the EIM system and left in pending status. Upon receipt of this amendment package, the contract amendment will be put in active status for billing.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the federal government, #4512-9069 (CFDA#93.959). Providers receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

If you have any questions, please call the Bureau at (617) 624-5146.

A handwritten signature in blue ink, appearing to read "A. Whiteman", with a large, sweeping flourish extending to the left.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Addiction Services

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Bobbi Moritz		Billing Address (if different):	
E-Mail: bobbi.moritz@barnstablecounty.org		Contract Manager: Pech, Victoria	
Phone: 508-375-6626	Fax: 508-362-0290	E-Mail: Victoria.Pech@MassMail.State.MA.US	
Contractor Vendor Code: VC6000194979		Phone: 617-624-5807	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 <small>(Note: The Address ID must be set up for EFT payments.)</small>		MMARS Doc ID(s): INTF2354M04301822071	
		RFR/Procurement or Other ID Number: 301822	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30</u> , 20 <u>20</u> Enter Amendment Amount: \$ <u>No Change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>671,878.20</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Line Item over 25%			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

FY: 2018

Amendment # (if Applicable): _____

If Federal Funds,
CFDA#93.959

PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: COUNTY OF BARNSTABLE	Department Name: Massachusetts Department of Public Health
Program Type: Mass Collaborative for Action, Leadership and Learning 2	Document ID #: INTF2354M04301822071
Program Name: MOAPC	UFR Program:
Program Address: PO BOX 368	MMARS Program Code: 4940
City/State/Zip: BARNSTABLE MA 02630-0368	Other Reference Information (Information Purposes Only):
Contact Person: Bobbi Moritz Telephone: 508-375-6626	Contact Person: Pech, Victoria Telephone: 617-624-5807
RFR INFORMATION: <input type="checkbox"/> Attached <input type="checkbox"/> Legislative Exception <input type="checkbox"/> Interim <input type="checkbox"/> Emergency <input type="checkbox"/> Amendment <input type="checkbox"/> Collective Purchase SCOPE OF SERVICES: <input checked="" type="checkbox"/> Bidders Response Attached <input type="checkbox"/> Description of Services Attached RFR Info CH257 TOTAL ANTICIPATED CONTRACT DURATION: 1/5/2015 to 6/30/2020 INITIAL DURATION: 1/5/2015 to 6/30/2020 OPTIONS TO RENEW: *****Refer to RFR for options to renew and for the years for each option*****	

FISCAL TERMS

Price is established through: (Check 1, 2, or 3)	FUNDING SUMMARY					
	Prior Years		Current Years		Future Years	
	FY	Amount	FY	Amount	FY	Amount
<input type="checkbox"/> OPTION 1: PRICE AGREEMENT (list price) \$ _____ Rate Regulation (if any) <u>N/A</u> <input type="checkbox"/> OPTION 2: SUMMARY BUDGET ("T" Lines only) <input type="checkbox"/> Unit Rate <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> OPTION 3: COMPLETED BUDGET <input type="checkbox"/> Unit Rate <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other _____	2015	\$50,000.00	2018	\$100,000.00	2019	\$100,000.00
	2016	\$170,000.00			2020	\$100,000.00
	2017	\$151,878.20				
	Total:	\$371,878.20	Total:	\$100,000.00	Total:	\$200,000.00
	Multi Years Total:				\$671,878.20	
Current Max Obligation: \$ _____ Unit Rate: \$ _____ per _____ # Billable Units: _____						
Additional Payment or Price Specifications:						

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	Barnstable County Commissioner
Mary Pat Flynn	Barnstable County Commissioner
Ron Beaty	Barnstable County Commissioner

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature John T. Yunits

Date:

Title: Barnstable County Administrator

Telephone: (508) 375-6671

Fax: (508) 362-4136

Email: jyunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beaty

Title: Barnstable County Commissioners

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2354M04301822071

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

Line item over 25%



Health and Human Services

Staff Name : Rosemary Bray Organization Name : Bureau of Substance Abuse Services Mass.Gov Home State Government State Online Services

Home Billing Contracts Credentials Report Help Logout

Current Location: Contracts: Contract Search > Contract Summary > Line Item Budgets Main > Line Item Budgets Summary

Contract
» Contract Summary
» Fund Allocations
» Amendments
» Line Item Budgets
» Affiliates
» Activities
» Participating Organizations
» Account Mapping Rules

Contract# INTF2354M04301822071 - 2018 - CT - County of Barnstable

Master Contract Number:	INTF2354M04301822071
Fiscal Year:	2018
MMARS Version Number:	8
Contract Type:	COST
EIM Version Number:	52

Budget Number	Activity Code	Activity Name
1	4940	MOAPC

Current Amount	Commodity Line Number	Accounting Line Number	Appropriation Number	Effective From	Effective To
\$100,000.00	11	1	45129069	07/01/2017	06/30/2018
\$0.00	4	1	45100226	07/01/2017	06/30/2018

Line Item Budget Components

You have successfully updated the record.

Budget Maximum Obligation:	\$100,000.00
Line Item Budget Total:	\$100,000.00
Remaining Amount:	\$0.00
Modified By:	Rosemary Bray
Modified Date:	09/13/2017 09:20 AM
Created By:	Sokonthea An
Created Date:	06/06/2017 04:39 PM
Comments:	

135 - Direct Care/Program Staff II (Category 1. Direct Care / Program Staff)

Original FTE:	1	Original Amount:	\$41,571.00
Expended Amount:	\$0.00	Balance:	\$57,498.81
Reimbursable Cost:	\$57,498.81	Status:	Final
Current FTE:	0	Current Amount:	57498.81
Offset:	0	Source:	

[Delete](#)

150 - Payroll Taxes (Category 1. Direct Care / Program Staff)

Original FTE:	0	Original Amount:	\$603.00
Expended Amount:	\$0.00	Balance:	\$833.73
Reimbursable Cost:	\$833.73	Status:	Final
Current FTE:	0	Current Amount:	833.73
Offset:	0	Source:	

[Delete](#)

151 - Fringe Benefits (Category 1. Direct Care / Program Staff)

Original FTE:	0	Original Amount:	\$18,231.00
Expended Amount:	\$0.00	Balance:	\$26,215.28
Reimbursable Cost:	\$26,215.28	Status:	Final
Current FTE:	0	Current Amount:	26215.28
Offset:	0	Source:	
Delete			

201 - Direct Care Program Consultants (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$19,363.00
Expended Amount:	\$0.00	Balance:	\$0.00
Reimbursable Cost:	\$0.00	Status:	Final
Current FTE:	N/A	Current Amount:	0
Offset:	0	Source:	
Delete			

204 - Staff Training (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$2,650.00
Expended Amount:	\$0.00	Balance:	\$500.00
Reimbursable Cost:	\$500.00	Status:	Final
Current FTE:	N/A	Current Amount:	500
Offset:	0	Source:	
Delete			

205 - Staff Mileage/Travel (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$5,264.00
Expended Amount:	\$0.00	Balance:	\$2,000.00
Reimbursable Cost:	\$2,000.00	Status:	Final
Current FTE:	N/A	Current Amount:	2000
Offset:	0	Source:	
Delete			

212 - Provision of Material Goods, Services and Benefits (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$0.00
Expended Amount:	\$0.00	Balance:	\$0.00
Reimbursable Cost:	\$0.00	Status:	Final
Current FTE:	N/A	Current Amount:	0
Offset:	0	Source:	
Delete			

215 - Program Supplies, Materials and Expendable Items of Equipment and Furnishings (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$20,487.00
Expended Amount:	\$0.00	Balance:	\$500.00
Reimbursable Cost:	\$500.00	Status:	Final
Current FTE:	N/A	Current Amount:	500

Offset:	0	Source:	
Delete			

216 - Program Support (Category 2. Other Direct Care/Program Resources)

Original FTE:	0	Original Amount:	\$33,993.00
Expended Amount:	\$0.00	Balance:	\$7,452.18
Reimbursable Cost:	\$7,452.18	Status:	Final

Current FTE:	N/A	Current Amount:	7452.18
Offset:	0	Source:	
Delete			

410 - Agency and Program Administration and Support (Category 4. Administrative Support)

Original FTE:	0	Original Amount:	\$9,716.20
Expended Amount:	\$0.00	Balance:	\$5,000.00
Reimbursable Cost:	\$5,000.00	Status:	Final

Current FTE:	N/A	Current Amount:	5000
Offset:	0	Source:	
Delete			

Finalize	Save Changes	Delete Line Item Budget	Add Accounting Line
			Add Line Item Budget Component

Bray, Rosemary (DPH)

From: Perfas, Fernando (DPH)
Sent: Thursday, September 07, 2017 3:55 PM
To: Bray, Rosemary (DPH)
Cc: Robinson, Andrew (DPH)
Subject: Prevention Unit | Barnstable MOAPC Formal Amendment

Importance: High

CNTY OF BARNSTABLE
#2354-071

Hi Rosemary,

Please find Formal Amendment request in the thread below.

This original budget is based on the budget submitted as part of their initial contract. The changes are big, because essentially their entire staffing model changes 9 months in. When we made these changes last year we requested that they be carried forward (Annualized), but they were not.

If you have any suggestions for doing this more effectively this year it would be appreciated, that way we can avoid having another formal amendment again at the start of the next fiscal year.

Regards,
Fernando

FORMAL LINE ITEM
CHGS = 99,500

Fernando Perfas, Jr.
Assistant Director of Prevention
Massachusetts Department of Public Health
Bureau of Substance Addiction Services
250 Washington Street, 3rd Floor
Boston, MA 02108
fernando.perfas@state.ma.us
617.624.5094

100%

Email correspondence to and from this address is subject to the Massachusetts Public Records Law and may be disclosed to third parties. This message may contain confidential and privileged information. If you are not the intended recipient of this email, please notify me immediately by return email and do not copy, use, or disseminate information contained in this email.

Substance Use Helpline: <https://helplinema.org/>
Web: <http://www.mass.gov/dph/bsas>
Blog: <http://publichealth.blog.state.ma.us>
Twitter: www.twitter.com/MassDPH

-----Original Message-----

From: Robinson, Andrew (DPH)
Sent: Friday, September 01, 2017 3:51 PM
To: Perfas, Fernando (DPH)
Subject: Barnstable MOAPC Request Amendment

Fernando see below and move forward for processing as time allows. This original budget is based on the budget submitted as part of their initial contract. The changes are big, because essentially their entire staffing model changes 9 months in. When we made these changes last year we requested that they be carried forward (Annualized), but they were not. If there is any suggestion for doing that more effectively this year it would be appreciated. That way we can avoid having another formal amendment again at the start of the next fiscal year. Thanks so much.

-Andy

Andy Robinson
Prevention Program Manager
Bureau of Substance Abuse Services – Prevention Unit Massachusetts Department of Public Health
250 Washington Street, 3rd Floor
Boston, MA 02108-5206
Phone: (617) 624-5094
Fax: (617) 624-5185
Email: andrew.robinson@state.ma.us
Free Prevention Materials: www.mass.gov/maclearinghouse
Web: www.mass.gov/dph/bsas
Blog: <http://blog.mass.gov/>

End the Stigma of Addiction, Support a #StateWithoutStigMA

-----Original Message-----

From: bobbi.moritz@barnstablecounty.org [mailto:bobbi.moritz@barnstablecounty.org]
Sent: Thursday, August 24, 2017 12:26 PM
To: Robinson, Andrew (DPH)
Subject: Request Amendment

CR- Line Item Budget Change Request

Contract Number: INTF2354M04301822071

Contracting Agency Name: Bureau of Substance Abuse Services Contracting Provider Name: County of Barnstable

Contract Maximum Obligation: \$100,000.00

Current Capacity Limit: New Capacity Limit:

Reason : The FY18 budget was pre-populated with incorrect amounts based on Year 1 of this grant. If possible please make this the new Annualized budget for FY19 and FY20 as well to prevent future need for formal amendments at the start of each fiscal year.

Increases:

Lines 135, 150, 151 - Due to change of staffing model from a consultant to local hired and paid staff.

Line 204 - initial submitted annualized budget did not provide for staff training because those costs were encumbered in the consultant expenses
Line 205 - initial submitted annualized budget did not provide for staff mileage because those costs were encumbered in the consultant expenses
Line 216 - initial submitted annualized budget did not project for program support needs related to implementation
Line 410 - Due to supplemental work load related to management of in house personnel and billing there is a need for Agency and Program support that was not accounted for in the original annualized budgets

Decreases:

201 - Original proposed staffing model was for a full time consultant. Staffing model now consists of a full time municipal employee

215 - Original annualized budget called for significant program supply support. Now in the midst of the 3rd year of implementation there is a much smaller need for supplies than initially budgeted in the first year of programing.

Budget Number: 1

Budget Maximum Obligation: \$100,000.00

Existing UFR Components:	Old Amount:	Change:	New Amount:
135-Direct Care/Prog	\$0.00	\$57,498.81	\$57,498.81
150-Payroll Taxes	\$0.00	\$833.73	\$833.73
151-Fringe Benefits	\$0.00	\$26,215.28	\$26,215.28
201-Direct Care Prog	\$70,000.00	(\$70,000.00)	\$0.00
204-Staff Training	\$0.00	\$500.00	\$500.00
205-Staff Mileage/Tr	\$0.00	\$2,000.00	\$2,000.00
212-Provision of Mat	\$0.00	\$0.00	\$0.00
215-Program Supplies	\$30,000.00	(\$29,500.00)	\$500.00
216-Program Support	\$0.00	\$7,452.18	\$7,452.18
410-Agency and Progr	\$0.00	\$5,000.00	\$5,000.00

Budget Total: \$100,000.00

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

September 1, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Contract Renewal

Barnstable County issued a Request for Proposals for a firm to administer the HOME's Consortium's Down payment and Closing Cost Program in August 2016. The contract was awarded to Housing Assistance Corporation as the responsive, responsible bidder offering the most advantageous proposal.

The term of the contract was for one year from the execution of the contract with the option to renew for two additional one-year periods. Please vote to renew the contract with Housing Assistance Corporation for one additional year. The term of the renewal will be September 21, 2017 through September 20, 2018.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Leo G. Cakounes

Mary Pat Flynn

Date

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

September 14, 2016

MEMORANDUM

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

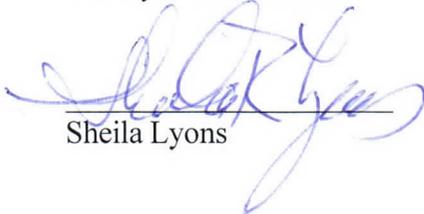
Barnstable County issued a Request for Proposals for a firm to administer the Barnstable county HOME consortium's Down Payment and Closing Cost (DPCC) program. One proposal was received from the Housing Assistance Corporation. The Evaluation Committee reviewed the proposal and determined that it was advantageous.

Please award the contract to Housing Assistance Corporation, as the responsive, responsible bidder offering the most advantageous proposal at a cost of \$1576.00 per loan processed.

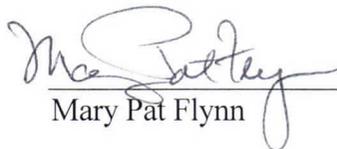
The term of the contract will be one year from execution of the contract with two one year options to renew.

Thank you.

County Commissioners:



Sheila Lyons



Mary Pat Flynn



Leo Cakounes

9/21/16

Date

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

And

Housing Assistance Corporation
460 West Main Street
Hyannis, MA 02601

THIS AGREEMENT, made this _____ day of _____ 2016 by and between Housing Assistance Corporation (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: Barnstable County issued a 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 Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The Request for Proposals was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the most advantageous proposal.

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated August 11, 2016 and the Contractor's proposal dated August 24, 2016 incorporated herein by reference as Attachment A.
3. Time of Performance. October 1, 2016 through September 30, 2017, with the option to renew for two additional one year periods. Renewal options will be exercised at the sole discretion of the County Commissioners.
4. Payment. The County shall compensate the Contractor for services provided under Scope of Services at \$1576.00 per loan. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this 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 Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 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 by the Contractor 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 County. No subcontract or delegation shall relieve or discharge the Contractor 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 County thereto; provided, however that claims for money due or to become due the Contractor from the County 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 County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this 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 is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. 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 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 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 "Exhibit A".

Vendor agrees to supply the Barnstable County HOME Program with demographic reporting information on First Time Homebuyer Workshops attendance.

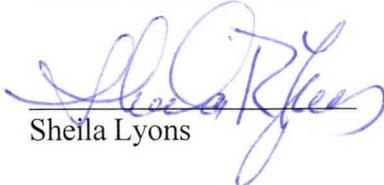
Funding Allocation: The amount allocated to the HOME Down Payment Assistance Program is \$100,000.00 for the term of the Agreement ending on September 30, 2017. Any funds not committed will be recaptured on September 30, 2017.

Loan Amount: The maximum amount of a standard loan under the Program is \$20,000, unless waived by the Lender upon request from the sub-recipient due to exceptional circumstances. For those homes that are in need of rehabilitation to correct health, safety, or other issues, the maximum amount of the loan is \$30,000. The minimum loan amount is \$1,000

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

FOR THE COUNTY:

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

Date: 9/21/16

FOR THE CONTRACTOR:
