



Out of State Travel Report

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

Name: Abigail Archer

Title: Marine Resource Specialist

Department: Cape Cod Cooperative Extension Marine Program

Dates of Trip: August 19-22, 2017

Name of Meeting: American Fisheries Society 147th annual meeting

Location: Tampa, FL

**Report Submitted for
Commissioners' Meeting On:** _____

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

- The American Fisheries Society is the world's oldest and largest organization dedicated to strengthening the fisheries profession, advancing fisheries science, and conserving fisheries resources. Members gather once a year at a large annual meeting, and once or twice a year at local chapter meetings.
- A meeting of the Sea Grant Fisheries Extension Network also took place on 8/22 – the agenda was to discuss communication among the 33 Sea Grant programs across the country.

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

- I attended a workshop on Fish Habitat Science and listened to six speakers talk about their research, the research gaps that exist, and how habitat research is important to fisheries management and conservation.
- I attended 19 talks on topics such as research on the spawning of American eels, the importance of historical fisheries data, effects of climate change on fish species, the Massachusetts Division of Marine Fisheries Industry Based Trawl Survey for Atlantic Cod, Dept of the Interior Landscape Conservation Cooperatives, and restoration of habitat in Maine and Mass for sturgeon species.
- I attended 6 talks in a symposium about workplace diversity titled, "The Power of Diversity & Inclusion"

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

- Attending this meeting allows me to maintain contact with colleagues in other states, learn about current fisheries research, and receive professional training.
- Thanks to the Sea Grant Fisheries Extension Network I now have access to an email listserv that I can use to ask questions & brainstorm about projects with extension agents from across the country.

BARNSTABLE COUNTY
In the Year Two Thousand and Seventeen
Ordinance 17-10

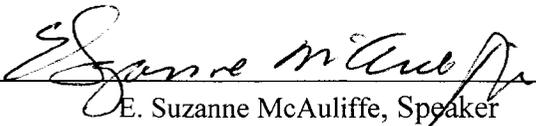
The Cape Cod Regional Government, known as Barnstable County hereby ordains;

That Barnstable County's operating Budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, be increased by making the following supplemental appropriation;

Appropriate and transfer the sum of \$8,000.00 from the Statutory Reserve Account to the FY2018 Operating Budget, General Government, Department #100 County Commissioners, Group 1 Salaries Account # 0011001-5100-0061 with respect to increasing the scheduled work hours of the Human Rights Coordinator effective upon passage of this ordinance and effective through FY2018.

Budget#	Sub-Program	Group	\$ Amount
0011001-5100-0061	Salaries - Regular	1	\$8,000.00
Total Supplemental Appropriation			\$8,000.00

Adopted by the Assembly of Delegates on September 20, 2017



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

Approved by the Board of County Commissioners _____ (date), at _____ (time).

Leo Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald Beaty
Commissioner



Subaward Number:	TNC-EPA-CAPECODCOMM-011116
Accounting Information –	
Project Name:	WSP So New England
Project-Award-Activity Number:	P102842 A102962
Source of funds:	U.S. Government <input checked="" type="checkbox"/> State Government <input type="checkbox"/> Private <input type="checkbox"/> Private as Gov't Match <input type="checkbox"/>

**AMENDMENT #3 TO SUBAWARD FOR SERVICES
BETWEEN THE NATURE CONSERVANCY AND THE CAPE COD COMMISSION**

This is Amendment #3 to the Subaward dated January 11, 2016 (the “**Subaward**”) between The Nature Conservancy (“**TNC**”) and The Cape Cod Commission (“**Awardee**”), and is effective as of September 30, 2017. Capitalized terms in this Amendment have the same meaning given to them in the Subaward.

The Subaward was previously amended on August 30th, 2016 and on August 30, 2017. Now therefore, the Subaward is hereby amended as follows:

1. **The expiration date stated in Section 2 of the Subaward is changed to January 31, 2018.**
2. **Section 3 of the Subaward is deleted in its entirety and changed to:**
 - (a) Awardee shall receive an amount not to exceed \$80,192, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (the “**Budget**”), which is incorporated herein by this reference. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.
 - (b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC’s Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.
 - (c) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.
 - (d) None of the Subaward Funds may be used as match to other U.S. Federal awards.
 - (e) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than 30 calendar days after the final financial report is submitted.
 - (f) As reflected in the Budget, Awardee shall also provide a total of \$5,000 in cash or in-kind match for the Project.
3. **Attachment A to the Subaward (the “Budget”) is hereby replaced in its entirety with “Attachment A” attached hereto.**
4. **Attachment B to the Subaward (“Scope of Work”) is hereby replaced in its entirety with “Attachment B” attached hereto.**
5. **Attachment D to the Subaward (“Financial Reporting Form”) is hereby replaced in its entirety with “Attachment D” attached hereto.**

Attachment A: Budget

Categories	Grant Funds	Match
Personnel	\$ 23,925	\$ 2,270
Fringe Benefits	15,375	1,462
Travel	2,400	0
Contractual	25,192	0
Total Direct Costs	\$ 66,892	\$ 3,732
Indirect Costs	13,300	1,268
Total	\$ 80,192	\$ 5,000

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$80,192. CCC shall provide \$5,000 in non-federal match.

Attachment B: Scope of Work

Initial CCC Project Tasks:

- Review scope of work for contractor RFP
- Appoint staff member to sit on contractor selection team

Tasks by Objective:

Objective 1: Demonstrate watershed level coordination/collaboration with sample watershed plans

- Work with TNC to identify available data – land use, nitrogen sources and loading, water quality, target thresholds and required reductions
- Identify data gaps
- Suggest criteria to be used in selecting subwatersheds for study, assist TNC with selection
- Update tools (watershed calculator, GIS-based site screening tool) to reflect Blackstone and Taunton River watershed areas, as necessary and as may be limited by data availability
- Assist contractor in watershed plan development

Objective 2: Public engagement and technical knowledge transfer through public workshops

- Provide list of stakeholders engaged for Cape Cod process
- Assist in developing stakeholder lists for each of the selected subwatersheds, i.e. provide feedback for types of groups identified.
- Propose schedule of stakeholder meetings
- Provide meeting agenda outlines and assist in refining as necessary
- Develop meeting presentations as necessary
- Assist TNC and contractor, as necessary, to become familiar with tools and/or material to be presented
- If requested, serve a facilitator role at meetings

Objective 3: Continue technological innovation and understanding with updated technology matrix.

- Develop overall framework for technologies matrix review
- Establish technologies panel meeting schedule and recruit panelists; organize and facilitate meetings
- 2017 Technologies Matrix Review will include work to:
 - Review the types of information collected
 - Discuss the addition of new technologies and monitoring criteria
 - Discuss and provide feedback on user interface
 - Determine process for vetting proprietary solutions
- Work with contractor to complete technologies matrix update

Objective 4: Convene water quality interests, transfer technology understanding and promote local level actions by convening regional water summits

- 2017 Water Quality Summit
 - Work with TNC to assist with planning and coordination for Cape Cod Commission Summit engagement to be held on Cape Cod in 2017

- Identify and secure Summit location
- Determine the objectives and desired outcomes of the Cape Cod Commission Summit
- Develop summit goals, define agenda, and secure speakers
- During Summit, facilitate discussion with stakeholders on N reduction, approaches, and acceptability.

Objective 5: Proceedings/Updated Technologies Matrix

- Work with TNC and the Contractor to complete proceedings
- Work with Contractor to update the existing CCC Technologies Matrix user interface to reflect new data.
- Develop community toolkit for nitrogen management, which may include but is not limited to the technologies matrix, watershed calculators, data layers, and screening criteria, and outreach protocols
- Work with TNC to develop a framework for continued collaboration, based on and informed by the summit proceedings
- Work with TNC to consider potential interstate data sharing protocols or agreements

Attachment D: Financial Reporting Form

FORM A - CONSOLIDATED FINANCIAL REPORT							
NAME OF ORGANIZATION:	Cape Cod Commission			COUNTRY:	USA		
PROJECT NAME:	208 Transfer for Nutrient P			SITE:	Southeast New England		
REPORT PERIOD:				SUBAWARD #:			
<p>Prior period adjustments require a detailed explanation in the notes section provided below. Fill in the yellow shaded areas only.</p>							
TNC-FUNDED EXPENSES							
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance	(F= A-E)
A. PERSONNEL	23,925.00				-		23,925.00
B. FRINGE BENEFITS	15,375.00				-		15,375.00
C. TRAVEL	2,400.00				-		2,400.00
D. EQUIPMENT					-		-
E. SUPPLIES					-		-
F. CONTRACTUAL	25,192.00				-		25,192.00
G. CONSTRUCTION					-		-
H. OTHER					-		-
I. TOTAL DIRECT COSTS	66,892.00	-	-	-	-		66,892.00
J. INDIRECT COSTS	13,300.00				-		13,300.00
K. TOTALS	80,192.00	-	-	-	-		80,192.00
PERCENTAGE OF BUDGET SPENT					0%		
MATCH EXPENSES							
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance	(F= A-E)
A. PERSONNEL	2,270.00				-		2,270.00
B. FRINGE BENEFITS	1,462.00				-		1,462.00
C. TRAVEL					-		-
D. EQUIPMENT					-		-
E. SUPPLIES					-		-
F. CONTRACTUAL					-		-
G. CONSTRUCTION					-		-
H. OTHER					-		-
I. TOTAL DIRECT COSTS	3,732.00	-	-	-	-		3,732.00
J. INDIRECT COSTS	1,268.00				-		1,268.00
K. TOTALS	5,000.00	-	-	-	-		5,000.00
PROJECT TOTALS	85,192.00	-	-	-	-		85,192.00
OTHER SOURCES OF INCOME				Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)	
GROSS PROGRAM INCOME						-	
INTEREST						-	
TOTAL				0.00	0.00	0.00	
Explanation of Prior Period Adjustments:							
NAME AND TITLE - PROJECT COORDINATOR				NAME AND TITLE - FINANCE DIRECTOR			
SIGNATURE - PROJECT COORDINATOR				SIGNATURE - FINANCE DIRECTOR			
DATE OF SIGNATURE				DATE OF SIGNATURE			
Note: LOP means Life of Project.							

FORM B - SOURCE AND USE OF FUNDS

NAME OF ORGANIZATION **Cape Cod Commission** COUNTRY: **USA**
 PROJECT NAME: **208 Transfer for Nutrient Management** SITE: **Southeast New England**
 REPORT PERIOD: SUBAWARD #:

Fill in the yellow shaded areas only.

	LINE	Prior Period Expenses	Current Expenses	Cumulative
TOTAL EXPENSES	1	-	-	-
TNC SHARE OF EXPENSES	2	-	-	-
SUBAWARDEE SHARE OF EXPENSES (MATCH)	3	-	-	-
TOTAL TNC FUNDS RECEIVED TO DATE	4			
REQUESTED TNC FUNDS (Line 2 - Line 4)	5			-

NAME AND TITLE - PROJECT COORDINATOR	NAME AND TITLE - FINANCE DIRECTOR
SIGNATURE - PROJECT COORDINATOR	SIGNATURE - FINANCE DIRECTOR
DATE OF SIGNATURE	DATE OF SIGNATURE

Note: An Excel spreadsheet will be provided for the Financial Report.



Protecting nature. Preserving life.

SUBAWARD
between
THE NATURE CONSERVANCY (“TNC”)
and
BARNSTABLE COUNTY through the CAPE COD COMMISSION (“Awardee”)
(a U.S. Subrecipient)

Subaward Number: **TNC-EPA-CAPECODCOMM-01116**
 TNC Project ID: P102842 MA WSP So New England
 TNC Award ID: A102962
 Subaward Start Date: January 12, 2016
 Subaward Expiration Date: August 31, 2017
 Subaward Amount: \$90,000
 Awardee Indirect Rate Allowed: 55.7% on personnel
 Awardee Match: \$0
 Awardee DUNS: 076612407
 Federal Award Identification Number: 00A00089
 Federal Award Date (signature date of authorized official): September 16, 2015
 Federal Award Amount: \$199,664
 Federal Awarding Agency: U.S. Environmental Protection Agency
 Contact Information of Federal Award Official: Fred Weeks
 Federal Award Indirect Cost Rate: 21.8%
 CFDA Number and Name: 66.110 – Healthy Communities Grant Program
 FFATA Reportable: Yes
 Research and Development (R&D): No

The TNC representatives for this project are:
 Jon Kachmar for Project Manager/Technical Direction:
 Coastal Program Director
 99 Bedford Street, Fifth Floor, Boston MA 02111
 jkachmar@tnc.org
 860-227-0914

Jennifer Akin TNC’s Grants Specialist for
 financial/administrative matters:
 Grants Specialist
 jennifer.akin@tnc.org
 501-614-5079

The Awardee's representatives for this project are:
 Erin Perry for Project Manager/Technical Direction:
 Special Projects Coordinator, Water Resources Dept.
 P.O. Box 226, 3225 Main Street, Barnstable, MA 02630
 eperry@capecodcommission.org
 508-744-1236

Gail Coyne for financial/administrative matters:
 Fiscal Manager
 P.O. Box 226, 3225 Main Street, Barnstable, MA 02630
 gcoyne@capecodcommission.org
 508-744-1202

This Subaward (the "Agreement") is being entered into by and between TNC and the Awardee, each of which is sometimes referred to in this Agreement as a "Party", in order for Awardee to participate in a project to transfer innovative technologies and planning approaches developed as part of the Cape Cod 208 Water Quality Plan Update to other regions of the Southeast New England Coastal Watershed Restoration Program geography (the "Project") and agree as follows:

1. **Background and Prime Award.** TNC and the U.S. Environmental Protection Agency (EPA) ("Prime Funder") entered into a Cooperative Agreement # 00A00089 under which Prime Funder has made an award to TNC (the "Prime Award"). Under the terms of this Agreement, TNC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (the "Subaward Funds") will come ultimately from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement, and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, which are attached hereto as **Attachment E** and incorporated herein by reference.

2. **Subaward Term.** The term of this Agreement (the "Subaward Term") shall begin on January 12, 2016 (the "Start Date") and shall expire on August 31, 2017 (the "Expiration Date"), unless the Subaward Term is extended or earlier terminated in accordance with this Agreement.

The Awardee may incur pre-award costs starting November 1, 2015, provided the following conditions are both met:

- (a) such costs are included in the attached budget; and
- (b) this Agreement is executed by all parties no later than January 12, 2016.

3. **Subaward Amount and Budget.** TNC hereby subawards funds to Awardee, as follows:

(a) Awardee shall receive an amount not to exceed \$90,000, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (the "Budget"), which is incorporated herein by this reference. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.

(b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC's Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.

(c) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.

(d) None of the Subaward Funds may be used as match to other U.S. Federal awards.

(e) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than 30 calendar days after the final financial report is submitted.

4. **Scope of Work.** Awardee shall work on the Project as described in the scope of work which is attached hereto as **Attachment B**.

5. **Reports** Awardee shall immediately notify TNC of any financial or programmatic setbacks. Awardee shall submit financial report(s) and performance report(s) as follows according to the Reporting Due Dates chart below:

REPORTING DUE DATES	
Quarterly Performance Reports	Due every three months, starting 2/29/16
Final Performance Report	No later than 09/30/17 for the period 11/01/15- 8/31/17
Quarterly Financial Report	Due every three months, starting 2/29/16
Final Financial Report	No later than 09/30/17 for the final quarter

Reports shall include:

(a) Performance Reports to describe activities conducted for the reporting period using the Performance Report Form provided electronically as **Attachment C**.

- i. Interim Performance Reports shall include, at a minimum:
 - Narrative description of work completed during the previous quarter.
 - Problems, delays or adverse conditions that could materially impair meeting the objectives or timelines of the scope of work.
 - Favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.
- ii. Final Performance Report:
 - The Final Performance Report will describe the final outcome of the accomplishments using the Final Report Form provided electronically in **Attachment C**.

(b) Financial Report on Subaward Funds Expended: Awardee shall submit quarterly using the approved report format (**Attachment D**). Financial report requirements are as follows:

- iii. Interim Financial Report:
 - Requires submission of the approved report format (**Attachment D**) with signature of the Project Manager and the Financial Representative
- iv. Final Financial Report:
 - The final financial report must be so designated and submitted to TNC no later than 30 calendar days after expiration of the Subaward.
 - Requires submission of the Approved report format (**Attachment D**) with signature of the project manager and a finance representative, plus
 - A financial report from the Awardee's accounting system showing revenue and expenditures for the project
 - Final request for remaining expenses not yet paid to date.

6. **Disbursements and Accounting**. The Awardee shall separately account for payments received under this Subaward in its accounting records. Disbursements shall be made to Awardee no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period, **Attachment D** Awardee Financial Report and/or Awardee's standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee. A completed W-9 must be submitted with the first request for payment to Awardee. Failure to provide information required by this Agreement may delay payment.

7. **Award Administration**.

The Awardee agrees to comply with the following provisions:

Both 2 CFR 200 ("Uniform Guidance") and the Prime Funder's implementation thereof found at 2 CFR 200 are hereby incorporated by reference.

This subaward is subject to the Prime Award terms and conditions outlined in **Attachment E**.

8. **Procurement Procedures**. Awardee shall use its own documented procurement procedures for the purchase of goods and services which must reflect applicable Country, State and/or local laws and regulations unless such procurement procedures conflict with the Uniform Guidance or the Prime Funder's implementation thereof, in which case Awardee shall follow the applicable Uniform Guidance or Prime Funder implementation requirements.

9. **Title to and Use of Equipment and Supplies.** If the purchase of equipment and supplies is supported under this Agreement and Awardee requests to purchase equipment or supplies, prior to purchase, the Budget shall be revised and TNC will provide separate written instructions to the Awardee regarding acquisition and disposition of the equipment and/or supplies.

10. **Title to and Use of Work Products and Data.** Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by Awardee using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee. Awardee hereby grants to TNC and to Prime Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as TNC or the Prime Funder may deem appropriate from time to time in furthering their missions. Neither TNC nor Prime Funder shall be required to notify Awardee or obtain any form of permission or consent from Awardee to use the Work Product in accordance with this section. Awardee shall provide TNC with complete copies of the Work Product. Upon request by TNC, Awardee shall provide Prime Funder with complete copies of the Work Product.

11. **Accounts, Audits and Records.** Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by TNC, the Records shall be maintained for a period of three years after the Final Financial Report is submitted by TNC to the Prime Funder, except that if applicable, Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by TNC and each Prime Funder, and their authorized representatives. Upon inspection, review or audit, if TNC disallows any costs claimed by Awardee related to this Agreement, Awardee shall be responsible for reimbursing TNC for any of those costs related to the work Awardee has performed.

If Awardee has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If Awardee does not submit the form and package within the required timeframe, TNC will perform additional monitoring of the award.

12. **Announcements and Acknowledgments.** All public announcements or news stories, concerning the Project which Awardee may wish to release shall be subject to the prior approval of TNC, and shall (if TNC so requires) indicate the participation of TNC and the Prime Funder(s) in the funding of the Project.

In the event Awardee mentions the Project in any publications, scholarly articles, symposia, trade association events or other similar communications, Awardee agrees to acknowledge the support of TNC and the Prime Funder for the Project, as follows:

"Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 00A00089to, The Nature Conservancy, it has not been subjected to the Agency's publications review process and therefore, may not reflect the views of the Agency and no official endorsement should be inferred."

Additional requirements for published reports in refereed journals (one which subjects material to review by a panel of experts before publication) at any time; the subawardee must meet the following requirements:

- A. Submit a copy of the material to be published to the TNC Project Manager at the time it is submitted to the journal for publication.
- B. After publication, submit three copies of the published material to the TNC Project Manager.

13. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Awardee shall indemnify and defend TNC and each Prime Funder, and each of the officers, directors, employees, and agents of TNC and Prime Funder (in each case, an "Indemnified Party") against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys' fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause TNC to be in default under the Prime Award.

14. **Insurance.** Throughout the Agreement Term, Awardee shall maintain the following insurance policies:

(1) **Liability Insurance.** Comprehensive commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than \$2,000,000, which shall include coverage for contractual liability coverage specifically covering this Agreement.

(2) **Worker's Compensation Insurance.** Worker's compensation insurance for all of Awardee's employees, in compliance with all applicable laws.

(3) **Vehicle Liability Insurance.** Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

Upon request, Awardee shall name TNC and Prime Funder as an additional insured. Awardee shall also provide TNC and each Prime Funder with thirty (30) days written notice prior to cancellation, termination, alteration, or material change to such policy and shall provide TNC and Prime Funder assurances as to the timely acquisition of replacement insurance.

15. **Non-Discrimination.** Awardee agrees to abide by U.S. laws with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds.

16. **Compliance with Applicable Laws, Jurisdiction and Venue** Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Massachusetts, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "**Applicable Law**"). The Awardee shall not take any actions that might cause TNC to be in violation of any of such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a court in the Commonwealth of Massachusetts with subject matter jurisdiction and that that they are subject or will make themselves subject to personal jurisdiction in that court.

17. **Mandatory Disclosures**

Awardee must disclose in a timely manner in writing to TNC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Disclosures must be sent to:

The Nature Conservancy's Ethics and Compliance Office by e-mailing compliance@tnc.org or by contacting the Conservancy's Chief Ethics & Compliance Officer:

The Nature Conservancy
Attention: Chief Ethics & Compliance Officer
4245 N. Fairfax Drive
Arlington, VA 22203

18. Miscellaneous Provisions.

(a) Use of Names/Logos. Neither Party shall use the name or logo of the other Party or of any Prime Funder in any way without prior written consent from the owner of that name or logo.

(b) Assignment. None of the rights or obligations of Awardee under this Agreement may be assigned or delegated by Awardee in whole or in part without the prior written consent of TNC. Except to the extent set forth in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the Project without the prior written consent of TNC. If subcontracting/subawarding is permitted, Awardee shall consult with the TNC Grants Specialist listed above in this Agreement to determine which provisions of this Agreement and/or the Prime Award, must be included in the subcontract/subaward, and the proper method of their inclusion.

(c) Termination.

This Agreement may be terminated prior to the expiration of the Subaward Term under the following conditions:

- (1) If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. TNC shall notify Awardee of such termination as soon as is reasonably practicable.
- (2) By TNC without cause by giving Awardee 30 days' written notice.
- (3) If, in the judgment of TNC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Agreement by written notice to Awardee.

In the event of any early termination of this Agreement, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. If TNC terminates this Agreement as the result of Awardee's breach of this Agreement, TNC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, TNC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, TNC may offset any damages incurred against such payment.

(d) No Agency. No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

(e) Notices. All notices and demands of any kind which may be required in connection with this Agreement shall be in writing, and shall be served personally, by registered or certified mail, return receipt requested or by electronic mail with "read receipt" to the representatives of each Party noted on Page 1 of this Subaward (except for notices required under Section 20. If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information.

(f) Due Diligence TNC may request copies of documents to ensure that Awardee meets TNC's criteria for this Agreement and that Awardee meets appropriate standards of capacity and financial accountability.

(g) Agreement. The terms of this Agreement, including any attachments hereto, are intended by the Parties as a final expression of their agreement and constitute the complete and exclusive statement of its terms. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment

executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

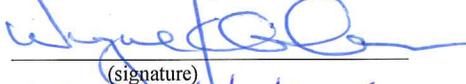
(h) **Precedence.** In the event of any contradiction between or among the terms of this Agreement, the Prime Award, or any applicable law, the contradiction shall be resolved by giving precedence to the terms of the following, in the following order:

- (1) The applicable law, including Uniform Guidance
- (2) The Prime Funder's implementation of the Uniform Guidance at 2 CFR 200 ;
- (3) The Prime Award;
- (4) This Agreement.

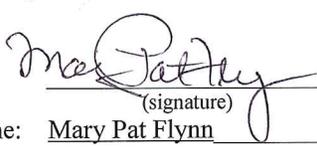
19. **Closeout:** Awardee will be notified and instructed by TNC if they must complete any additional forms for closeout of this Subaward.

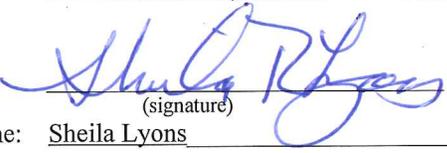
In witness whereof, the undersigned have executed this Agreement as of the date first above written.

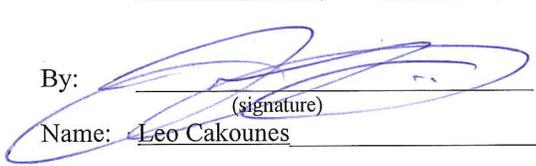
The Nature Conservancy,
a District of Columbia non-profit corporation

By: 
(signature)
Name: Wayne Klackner
Title: VP/State Director
Date: Jun 11, 2016

**Barnstable County acting through
the Cape Cod Commission**

By: 
(signature)
Name: Mary Pat Flynn
Title: Barnstable County Commissioner, Chair

By: 
(signature)
Name: Sheila Lyons
Title: Barnstable County Commissioner, Vice Chair

By: 
(signature)
Name: Leo Cakounes
Title: Barnstable County Commissioner

Date: 1-6-2016

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work
- Attachment C: Performance Report Format
- Attachment D: Approved Financial Reporting Form
- Attachment E: Prime Award Provisions
- Attachment F: FFATA reporting

Attachment A

Budget

<u>CATEGORIES</u>	
A. PERSONNEL	\$23,925
B. FRINGE BENEFITS	15,375
C. TRAVEL	2,400
D. EQUIPMENT	
E. SUPPLIES	
F. CONTRACTUAL	35,000
G. CONSTRUCTION	
H. OTHER	
I. TOTAL DIRECT COSTS	76,700
J. INDIRECT COSTS	13,300
K. TOTALS	\$90,000

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$90,000.

Attachment B
Scope of Work

Initial CCC Project Tasks:

- Review scope of work for contractor RFP
- Appoint staff member to sit on contractor selection team

Tasks by Objective:

Objective 1: Demonstrate watershed level coordination/collaboration with sample watershed plans

- Work with TNC to identify available data – land use, nitrogen sources and loading, water quality, target thresholds and required reductions
- Identify data gaps
- Suggest criteria to be used in selecting subwatersheds for study, assist TNC with selection
- Update tools (watershed calculator, GIS-based site screening tool) to reflect Blackstone and Taunton River watershed areas, as necessary and as may be limited by data availability
- Assist contractor in watershed plan development

Objective 2: Public engagement and technical knowledge transfer through public workshops

- Provide list of stakeholders engaged for Cape Cod process
- Assist in developing stakeholder lists for each of the selected subwatersheds, i.e. provide feedback for types of groups identified.
- Propose schedule of stakeholder meetings
- Provide meeting agenda outlines and assist in refining as necessary
- Develop meeting presentations as necessary
- Assist TNC and contractor, as necessary, to become familiar with tools and/or material to be presented
- If requested, serve a facilitator role at meetings

Objective 3: Continue technological innovation and understanding with updated technology matrix

- Develop overall framework for technologies matrix review
- Establish technologies panel meeting schedule and recruit panelists; organize and facilitate meetings
- 2016 Technologies Summit
 - Assist in identifying and securing location for Spring (April/May) technologies summit to be held on Cape Cod
 - Develop summit goals, define agenda and secure speakers
 - Organize and facilitate Summit
 - Review the types of information collected
 - Discuss the addition of new technologies and monitoring criteria
 - Discuss and provide feedback on user interface
 - Determine process for vetting proprietary solutions
- Work with contractor to complete technologies matrix update

Objective 4: Convene water quality interests, transfer technology understanding and promote local level actions by convening regional water summits

- 2017 Water Quality Summit
 - Work with TNC to assist with planning and coordination for Narragansett Bay Estuary Program Summit engagement, to be held in Rhode Island during 2017
 - Determine the objectives and desired outcomes of the Narragansett Bay Summit
 - Identify opportunities for collaboration with the Narragansett Bay Summit
 - Develop summit goals, define agenda and secure speakers
 - During Summit, facilitate discussion with stakeholders on N reduction, approaches, and acceptability.

Objective 5: Proceedings/Updated Technologies Matrix

- Work with TNC and the contractor to complete proceedings
- Work with contractor to update the existing CCC Technologies Matrix user interface to reflect new data.
- Develop community toolkit for nitrogen management, which may include but is not limited to the technologies matrix, watershed calculators, data layers and screening criteria, and outreach protocols
- Work with TNC to develop a framework for continued collaboration, based on and informed by the summit proceedings
- Work with TNC to consider potential interstate data sharing protocols or agreements

Attachment C
Quarterly Performance Report Format

Name of Organization:

Project Title:

Subaward Number:

Reporting Period Covered:

Project Manager:

Project Tasks, Objectives & Accomplishments:

Task 1: (from work plan)

Accomplishments: (Detail accomplishments related to this quarter's activity- see below. Provide measurable results, as appropriate.)

Task 2: (from work plan)

For each Task:

- Compare actual accomplishments to the objectives;
- Set out the reasons why goals were not met, if appropriate;
- Analyze and explain cost overruns or high unit costs;
- Provide information of significant developments; and
- Provide information on upcoming events and assistance required.

The items listed below should be addressed as appropriate:

1. What work was accomplished for this reporting period? Report should quantify results as measurable products, i.e. numbers, acres, contacts, improvements in water quality, habitat, etc.
2. If a problem was encountered, what action was taken to correct it?
3. What work is projected for the new reporting period?
4. Is the project work on schedule?
5. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.
6. Is there a change in principal investigator?
7. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?

Please reference the Subaward project number on your report and on all correspondence.

Final Performance Report Format

Name of Organization:

Project Title:

Subaward Number & Project Period:

Contact Name, Phone Number, Email:

- I. Project Purpose
- II. Project Accomplishments
- III. Project Challenges & Lessons Learned
- IV. Project Evaluation
- V. Project Sustainability
- VI. Appendices

Attachment D:
Approved Financial Reporting Form

Sent separately via email

Attachment E:
Prime Award Provisions for TNC Subawards

Laws, Regulations, Orders

Awardee must comply with the following laws, regulations and/or orders:

1. 2 CFR 200
2. 2 CFR 1500
3. 40 CFR 33

Warranties, Assurances, Certifications

1. Current EPA general terms and conditions available at:
http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at:
<http://www.epa.gov/ogd/tc.htm>

Attachment F
FFATA REPORTING FORM

Prime Grant Recipients awarded a new U.S. Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA) subaward reporting requirements as outlined in the Office of Management and Budget's guidance issued August 27, 2010.

To assist The Nature Conservancy (TNC) in complying with this regulation, we request that all entities that will be involved in a proposed subaward with TNC complete this form. Submit the completed form to **the Grants Specialist identified on page 1.**

If your organization does not already have a Data Universal Numbering System (DUNS) number (Section II.B.1), you will need to go to the U.S. Central Contractor Registration site: <https://www.bpn.gov/ccr/default.aspx> and click on the quick link to "request DUNS number". The registration is free and available to all businesses required to register with the U.S. Federal government for contracts or grants.

I. PRIME AWARD INFORMATION

1. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	00A00089
2. FEDERAL AGENCY NAME	U.S. Environmental Protection Agency
3. PRINCIPAL PLACE OF PERFORMANCE	
4. CFDA NUMBER	66.110
5. AWARD TITLE	208 Plan Watershed Planning & Technology Transfer
6. TOTAL FEDERAL FUNDING AMOUNT	\$199,664
7. DATE AWARD SIGNED	September 16, 2015

II.A. SUBAWARD INFORMATION *(to be completed by TNC staff)*

1. SUBAWARD ORGANIZATION NAME	Barnstable County/Cape Cod Commission
2. SUBAWARD NUMBER	TNC-EPA-CAPECODCOMM-011116
3. AMOUNT OF SUBAWARD – federal portion only	\$90,000
4. DATE SUBAWARD SIGNED	January 12, 2016
5. SUBAWARD PROJECT DESCRIPTION	Participate in a project to transfer innovative technologies and planning approaches developed as part of the Cape Cod 208 Water Quality Plan Update to other regions of the Southeast New England Coastal Watershed Restoration Program geography

B. SUBAWARDEE INFORMATION *(to be completed by subawardee staff)*

1. DUNS NUMBER	076612407
2. ORGANIZATION NAME	Barnstable County/Cape Cod Commission
3. "DOING-BUSINESS-AS" (DBA) NAME (if applicable)	
4. SUBAWARDEE PARENT DUNS # (if applicable)	
5. ADDRESS	
	Street Address (1) P.O. Box 226
	Street Address (2) 3225 Main Street

Street Address (3)	
City	Barnstable
State	MA
Country	USA
Zip+4 (n/a for non-U.S. locations)	02630
6. SUBAWARD PRINCIPAL PLACE OF PERFORMANCE	
City (or County)	
State	
Country	
Zip+4 (n/a for non-U.S. locations)	

C. COMPENSATION DATA - THRESHOLD QUESTIONS (to be completed by subawardee staff):

	Yes	No
1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		X
2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports (e.g., Form 990) filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		X

D. COMPENSATION DATA (to be completed by subawardee staff)

If you answered Yes to Question C.1. and No to Question C.2., please provide the names and total compensation of the top five highly compensated officials of your organization. Total compensation is defined at 2 CFR Part 170.330.

Otherwise, proceed to Section E.

EMPLOYEE NAME	DOLLAR AMOUNT
1.	
2.	
3.	
4.	
5.	

E. I certify that the above information is accurate and complete for our organization. I understand that the information provided on this form is required by FFATA, and will be reported on the fsrs.gov website and the USASpending.gov public website.

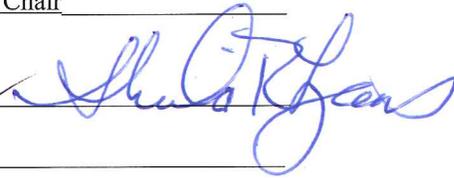
SIGNATURE:

Name of Entity: Barnstable County/Cape Cod Commission

Signature: 

Person signing for entity: Mary Pat Flynn

Title: Barnstable County Commissioner, Chair

Signature: ~~Mary Pat Flynn~~ 

Person signing for entity: Sheila Lyons

Title: Barnstable County Commissioner, Vice-Chair

Signature: 

Person signing for entity: Leo Cakounes

Title: Barnstable County Commissioner

Date: 1-6-2016

Subaward Number: TNC-EPA-CAPECODCOMM-011116
Project Name: 208 Transfer for Nutrient Management
Project No. P102842 & A102962

AMENDMENT TO SUBAWARD

This is an amendment ("**Amendment**") to a Subaward between The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, with an address at 99 Bedford St, 5th Floor, Boston, MA 02111 ("**TNC**"), and Barnstable County The Cape Cod Commission, with an address at PO Box 226, 3225 Main St, Barnstable, MA 02630 ("**Awardee**"), which subaward was entered into effective as of January 12, 2016 (the "**Subaward**").

WHEREAS, the Awardee has been asked under the Subaward to undertake technical, organizational and facilitation services to transfer 208 water quality concepts and outreach from Cape Cod to additional watersheds in Southeast Massachusetts and Rhode Island; and

WHEREAS, the parties now desire to amend the Subaward to include non-federal match contributions.

NOW THEREFORE, TNC and the Awardee agree to amend the Subaward as follows:

1. Section 3 of the Subaward is modified to include item (f) as follows:

(f) As reflected in the Budget, Awardee shall also provide a total of \$5,000 in cash or in-kind match for the Project.
2. Attachment A to the Subaward (the "Budget") is hereby replaced in its entirety with "Attachment A" attached hereto.
3. Attachment D to the Subaward ("Financial Reporting Form") is hereby replaced in its entirety with "Attachment D" attached hereto.

All other terms of the Subaward remain unchanged and in full force and effect.

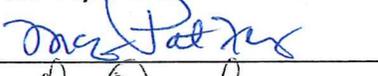
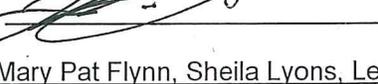
In the event of any inconsistency between the Subaward and this Amendment, this Amendment shall control. Any recital or preliminary statement in this Amendment and all Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

This Amendment is effective as of August 30, 2016.

The Nature Conservancy

Signed: 
Name: Wayne Klockner
Title: MA State Dir.
Date: 9/12/2016

**Barnstable County acting through
the Cape Cod Commission**

Signed: 
Signed: 
Signed: 
Name: Mary Pat Flynn, Sheila Lyons, Leo Cakounes
Title: Barnstable County Commissioners
Date: 8/31/16

Attorney approval as to form:

Approved by: _____
Date: _____
By: e-mail [or other]

Attachment A

Budget

Categories	Grant Funds	Match
Personnel	\$23,925	\$2,270
Fringe Benefits	15,375	1,462
Travel	2,400	0
Equipment	0	0
Supplies	0	0
Contractual	35,000	0
Construction	0	0
Other	0	0
Total Direct Costs	\$76,700	\$3,732
Indirect Costs	13,300	1,268
Totals	\$90,000	\$5,000

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$90,000. CCC shall provide \$5,000 in non-federal match.

FORM A - CONSOLIDATED FINANCIAL REPORT

NAME OF ORGANIZATION : Cape Cod Commission
PROJECT NAME: 208 Transfer for Nutrient Managen
REPORT PERIOD:

COUNTRY: USA
SITE: Southeast New England
SUBAWARD #: TNC-EPA-CAPECODCOMM-01111

Prior period adjustments require a detailed explanation in the notes section provided below.
Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	23,925.00				-	23,925.00
B. FRINGE BENEFITS	15,375.00				-	15,375.00
C. TRAVEL	2,400.00				-	2,400.00
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL	35,000.00				-	35,000.00
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	76,700.00	-	-	-	-	76,700.00
J. INDIRECT COSTS	13,300.00				-	13,300.00
K. TOTALS	90,000.00	-	-	-	-	90,000.00
PERCENTAGE OF BUDGET SPENT					0%	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	2,270.00				-	2,270.00
B. FRINGE BENEFITS	1,462.00				-	1,462.00
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	3,732.00	-	-	-	-	3,732.00
J. INDIRECT COSTS	1,268.00				-	1,268.00
K. TOTALS	5,000.00	-	-	-	-	5,000.00

PROJECT TOTALS	95,000.00	-	-	-	-	95,000.00
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OTHER SOURCES OF INCOME			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)
GROSS PROGRAM INCOME			-
INTEREST			-
TOTAL	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.



Subaward Number:	TNC-EPA-CAPECODCOMM-011116
Accounting Information –	
Project Name:	WSP So New England
Project-Award-Activity Number:	P102842 A102962
Source of funds:	U.S. Government <input checked="" type="checkbox"/> State Government <input type="checkbox"/> Private <input type="checkbox"/> Private as Gov't Match <input type="checkbox"/>

**AMENDMENT #_2_ TO SUBAWARD FOR SERVICES
BETWEEN THE NATURE CONSERVANCY AND THE CAPE COD COMMISSION**

This is Amendment #2 to the Subaward for Services dated January 11, 2016 (the "Subaward") between The Nature Conservancy ("TNC") and The Cape Cod Commission ("Awardee"), and is effective as of August 30, 2017. Capitalized terms in this Amendment have the same meaning given to them in the Subaward.

The Subaward was previously amended on August 30th, 2016. Now therefore, the Subaward is hereby amended as follows:

1. The expiration date stated in Section 2 of the Subaward is changed to September 30, 2017.
2. The Reporting Due Dates table in Section 5 of the Subaward is hereby deleted in its entirety and changed to:

REPORTING DUE DATES	
Quarterly Performance Reports	Due every three months, starting 2/29/16
Final Performance Report	No later than Fifteen (15) calendar days after the Expiration Date
Quarterly Financial Reports	Due every three months, starting 2/29/16
Final Financial Report/Final Invoice	No later than Fifteen (15) calendar days after the Expiration Date

Except as modified by this Amendment, all provisions of the Subaward (as previously amended, if applicable) remain in full force and effect. In the event of a conflict between the Subaward and this Amendment, the latter will control. Any recital or preliminary statement in this Amendment and any Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

The Nature Conservancy

By: 
(signature)
Print Name: Sara Burns
Title: Water Resource Scientist
Date: 8/30/17

Barnstable County acting through Cape Cod Commission

By: 
Print Name: Leo Cakounes, Mary Pat Flynn, Ronald Beaty
Title: Barnstable County Commissioners
Date: 08/30/17



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

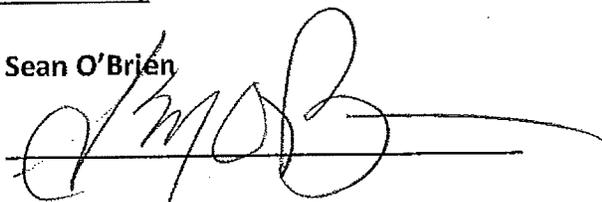
City: BARNSTABLE State: MA Zip: 02630

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>(50% of coverage increase)</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	\$50,000	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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