

AGENDA PACKET

12/06/17 REGULAR MEETING



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

COMMISSIONERS
RONALD R. BEATY, Barnstable
LEO G. CAKOUNES, Harwich
MARY PAT FLYNN, Falmouth

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: December 6, 2017

TIME: 10:00 A.M.

PLACE: Commissioners' Meeting Room
Superior Courthouse
3195 Main Street, Barnstable, MA 02630

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of November 22, 2017
6. General Business
 - a. Discussion regarding November 27, 2017 correspondence from Ms. Felicia Penn of the Town of Barnstable requesting the removal of certain items from the County website
 - b. Proposed County Social Media Policy
 - c. Proposed County Vehicle Use Policy
 - d. Discussion on Grant Policies and Procedures for the proposed Barnstable County Economic Development Council (BCEDC)
 - e. Discussion on the Barnstable County Coastal Resources Committee

- f. Discussion on the Cape Cod Water Resources Protection Plan
- g. Authorizing the recognition of January 21, 2018 through January 27, 2018 as School Choice Week in Barnstable County

Note: For all items under General Business, the Board may take official action including votes

- 7. New Business – Other business not reasonably anticipated by the Chair
- 8. Commissioners' Actions
 - a. Authorizing the approval of a Timesheet for Jack Yunits, County Administrator, for the period of November 12, 2017 through November 25, 2017
 - b. Authorizing the approval of Kristy Senatori, Deputy Director, as an official signatory for the Cape Cod Commission.
 - c. Authorizing the execution of Certificates of National Service for AmeriCorps Cape Cod members
 - d. Authorizing the approval of a grounds request by Gosnold of Cape Cod for the David Lewis 5K on September 29, 2018 in honor of National Recovery Month.
 - e. Authorizing the execution of a contract with Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact (DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms, at the rate of \$225.00 per hour for the principal consultant and \$160.00 per hour for field and lab engineers
 - f. Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$70,000.00 to do and perform all dredge related work for Bass River
 - g. Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$15,000.00 to do and perform all dredge related work for Parkers River

- h. Authorizing the Execution of an amendment to a grant agreement with the Massachusetts Department of Public Health for the Prevention and Wellness Trust Fund to: 1) increase the current award of \$325,988.00 for Fiscal Year 2018 by the amount of \$496,545.44 and; 2) approve the use of remaining Fiscal Year 2017 funds in the amount of \$29,304.71 for a total budget in the amount of \$851,838.15
- i. Authorizing the transfer of investor membership interest in Conwell Street LLC, a Barnstable County HOME funded development to Edward Malone

9. Commissioners' Reports

10. County Administrator's Report

11. Adjournment



AGENDA ITEM 5a

Regular Meeting Minutes of November 22, 2017 (NO DOCUMENTS)

AGENDA ITEM 6a

Discussion regarding November 27, 2017 correspondence from Ms. Felicia Penn of the Town of Barnstable requesting the removal of certain items from the County website

*Felicia R Penn
15 Daisy Bluff Lane
Hyannis, MA 02601*

November 27, 2017

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

Dear Mr. Cakounes,

I am making an official request that you please direct Bill Traverse to remove the contents (with the exception of the minutes, agendas and news) on the capecodedc.org website immediately. All written content, pages, site structure and forms are my intellectual property, and I ask that you remove it immediately, OR if you choose to continue to use the information posted on this website, that you compensate me for it.

I have made repeated requests to Mr. Traverse to remove the contents, and he responded that while considered an “employee” of the County, that all work is the property of the County’s. While I certainly agree that this policy applies to the ‘normal’ duties of an appointed member to the CCEDC, web work is clearly outside of the scope of what would be normally required of a member of the CCEDC. There exists no “job description” for a member of the CCEDC, and historically, the County paid an outside contractor for this work.

I, personally, created this entire website, and wrote all content with the exception of the agendas and minutes, and any news articles posted. I created all the forms for the grant rounds. I maintained the site to keep it current. I have been doing this since 2008. Since Mr. Traverse, under the direction of Ms. Coyne, removed my access to this site, the site now is considerably out of date. When Mr. Traverse restored the site, he restored it to a much earlier date, and it is advertising the IC License Plate auction held last August, and it still has my name there as Chair. It also says we meet every first Thursday of each month. None of this is accurate anymore, and it reflects poorly on the County.

From your perspective, I would assume that if the proposed legislation restructuring the CCEDC is passed, then the current URL: capecodedc.org will no longer be valid, anyway, and all content will need to be rewritten, including the mission, etc. If you plan to keep the archive of all the grants online as written, from 2003-2015, you will need to compensate me for that. If you plan to use the grant forms I designed, or the financial

disclosure forms or the tax certification form, then you will need to compensate me for those. If you plan to use any content on the site going forward, you will need to compensate me for that.

It would be easier, cleaner and more economically efficient if all content with the exception of the agendas and minutes is removed immediately.

If you have any questions, I am available by phone: 508-771-3944 or 508-353-6331 or by email: jmh_frp@comcast.net.

Thank you for your consideration.

Sincerely Yours,

Felicia R Penn

CC: Jack Yunits
Owen Fletcher

AGENDA ITEM 6b

Proposed County Social Media Policy

BARNSTABLE COUNTY SOCIAL MEDIA POLICY

I. INTRODUCTION

The County of Barnstable permits departments to utilize social media sites and social networking sites (collectively “social media sites”) to further enhance communications with its residents and others in support of the County’s goals and objectives. Designated County officials and County departments are allowed to publish articles, facilitate discussions and communicate information through such media to conduct official County business.

Social media sites facilitate further discussion of County government business, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

This policy sets forth general guidelines that must be adhered to with respect to utilization of social media sites for official County purposes. Questions regarding this Policy should be directed to County Administration. These guidelines may be supplemented by more specific administrative procedures and rules as may be issued.

Furthermore, this Policy may be amended from time to time, and is meant to be read in conjunction with all other applicable policies and procedures of the County of Barnstable.

II. DEFINITIONS

1. “Social media sites” and “social networking sites” refer to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Social media in general includes tools such as: blogs, wikis, microblogging sites, such as Twitter; social networking sites, such as Facebook and LinkedIn; video sharing sites, such as YouTube; and bookmarking sites such as Del.icio.us.
2. A “social media identity” is a specific user identity or account that has been registered on a third party social media site.
3. A “blog” (an abridgement of the term web log) is a website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
4. A “moderator” is an authorized County official (appointed or elected) or employee, who reviews, authorizes and allows content submitted by the County officials, employees and public commentators to be posted to a County social media site or sites.

III. POLICY

1. All County social media sites shall be:

- a) approved by County Administration; and
- b) published using social media platform and tools approved by the Information Technology Department (“IT”).

1. The official posting for the County will be done by the County Administrator or their designee.
2. Departments have the option of allowing employees to participate in existing social media sites or creating new sites as part of their job responsibilities.
3. All County social media sites shall adhere to applicable state, federal and local laws, regulations and policies including the Public Records Law, Public Records retention schedules, Open Meeting Law, Copyright Law and other applicable County policies.
4. Public Records Law and e-discovery laws and policies apply to social media content. Accordingly, such content must be able to be managed, stored and retrieved to comply with these laws. Furthermore, once such content is posted on a social media site, it should stay posted, unless it is removed for one of the reasons set forth below in paragraph Numbers 10 or 11 of this policy, or it is changed to fix spelling or grammar errors.
5. All social media sites and entries shall clearly indicate that any content posted or submitted is subject to public disclosure.
6. Each County social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social media/network site. Where possible, social media sites should link back to the official County Internet site for forms, documents and other information.
7. Each County social media site shall indicate to users that the site is subject to a third party’s website Terms of Service. Furthermore, each County social media site shall indicate that: the social media site provider could collect personal information through user’s use of the social media site; and that this personal information may be disseminated by the third party; and that such dissemination may not be governed or limited by any state, federal or local law or policy applicable to the County.
8. All social media sites shall clearly indicate they are maintained by the County and shall have the County’s contact information prominently displayed.
9. The County reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
10. County social media content and comments containing any of the following forms of content shall not be allowed for posting:
 - a) Comments or content not topically related to the particular site or blog article being commented upon;
 - b) Profane, obscene, or vulgar language or content;

- c) Comments or content that promotes, fosters or perpetuates discrimination on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;
- d) Comments or content that is threatening or harassing;
- e) Sexual comments, content, or links to sexual content;
- f) Conduct or encouragement of illegal activity;
- g) Information that may tend to compromise the safety or security of the public or public systems;
- h) Content that violates a legal ownership interest of any other party;
- i) Protected health information;
- j) Personnel information; or
- k) Other information that is not public record or is otherwise privileged from public disclosure.

11. All County employees with designated responsibilities related to the County’s official use of social media shall be held to the terms of this policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

12. Where appropriate, County IT security and/or computer use policies shall apply to all social media sites and articles.

13. Officials (elected or appointed) and employees representing the County via social media sites must conduct themselves at all times as a representative of the County and in accordance with all applicable rules, regulations, and policies (including personnel policies) of the County.

14. No County or department social media site can endorse or otherwise cite (either with approval or disapproval) vendors, suppliers, clients, citizens, co-workers or other stakeholders.

15. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

IV. GUIDELINES FOR EMPLOYEES DESIGNATED TO MANAGE COUNTY SOCIAL MEDIA SITES

1. *Consider Your Content.* As informal as social media sites are meant to be, if they are on a government domain or a government identity, they are official government communications. Social media sites will be sought out by mainstream media – so a great deal of thought needs to go into how you will use the social media in a way that benefits both the County and the public.

2. *Handling Negative Comments.* Always consult County Administration before handling negative comments from the public, or attempting to navigate difficult situations in public view on social media sites when acting as a County employee.

3. *Copyright Law.* Employees must abide by laws governing copyright and fair use of copyrighted material owned by others. Never reprint whole articles or publications without first

receiving written permission from the publication owner. Never quote an excerpt of someone else's work without acknowledging the source, and, if possible, provide a link to the original.

4. *Use the Social Media Site or Identity Only to Contribute to your Department's Mission.* When you contribute to your department's social media site or identity, provide worthwhile information and perspective that contribute to your department's mission of serving the public. What you publish will reflect on the County. Social media sites and identities should be used in a way that contributes to the County's mission by:

- a) Helping you and your co-workers perform their jobs better;
- b) Informing citizens about government services and how to access them;
- c) Making the operations of your department transparent and accessible to the public;
- d) Creating a forum for the receipt of candid comments from residents about how government can be improved; and
- e) Encouraging civic engagement.

5. *First Amendment Protected Speech.* Although the County can moderate the social media sites that accept comments from the public (such as blogs and wikis) to restrict speech that is obscene, threatening, discriminatory, harassing, or off topic, employees cannot use the moderation function to restrict speech with which the County merely disagrees (i.e. subject matter restrictions). Users have some First Amendment rights in posting content to public social media sites hosted by municipalities. Moderators must respect those rights by posting all comments other than those excluded for specific legitimate reasons, as referenced above.

6. *Mistakes.* The County policy is that once something is posted, it should stay posted. Only spelling errors or grammar fixes should be made without making the change evident to users. If you choose to modify an earlier post, make it clear that you have done so—do not remove or delete the incorrect content; provide the correct information and apologize for the error. Ways to accomplish this include:

- a) Strike through the error and correct; or
- b) Create a new post with the correct information, and link to it from the post you need to correct or clarify.

Either method is acceptable. In order for the social media identity or site to achieve transparency, the County cannot change content that has already been published without making the changes clearly evident to users.

7. *Media Inquiries.* County or department social media identities or sites may lead to increased inquiries from the media. If you are contacted directly by a reporter, you should refer media questions to the County Administrator or his designee.

8. *Records Retention.* Social media sites will contain communications sent to or received by County officials and employees, and are therefore Public Records. Ensure that the County or department retains a copy of the social media content in accordance with Public Records Retention

Schedules. Review the third party social media service provider’s terms of service for its record retention practices. Note that while third party social media providers will most likely save your content for some period of time, they generally will not save it indefinitely. To the extent their policies are inconsistent with Public Records Retention Schedules, the County or department should retain copies of social media posts such as by printing or otherwise storing periodic “snapshots” of the social media sites.

9. *Open Meeting Law.* Be aware of the Open Meeting Law and possible violations for improper deliberations outside of a posted meeting. A series of individual postings on a social media site cumulatively may convey the position of a quorum of a governmental body regarding a subject within its jurisdiction, and may constitute improper deliberation among the members of a board or committee.

V. **EMPLOYEE GUIDELINES FOR USE OF SOCIAL MEDIA SITES**

1. *Related Policies.* All employees are responsible for understanding and following any applicable related policies, such as those governing the general usage of information technology systems and services, in addition to this Policy.

2. *Conflict of Interest.* Employees are prohibited from using social media to engage in any activity that constitutes a conflict of interest for the County or any of its employees, as defined by G.L. c. 268A.

3. *Protect Confidential Information.* Never post legally protected personal information that you have obtained from the County (e.g., information that is not public record under the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7(26), or whose dissemination is restricted under applicable Federal or State privacy laws or regulations). Ask permission to publish or report on conversations that occur within the County. Never post information about policies or plans that have not been finalized by the County, unless you have received explicit permission from your supervisor to post draft policies or plans on the department’s social media sites for public comment.

4. *Respect Your Audience and Your Coworkers.* Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in your department’s workplace. Do not be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, personal insults, obscenity, threats of violence, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory— such as party politics and religion. Do not use your department’s social media presence to communicate among fellow County employees. Do not air your differences with your fellow County employees on your department’s social media’s sites.

5. *Personal Comments.* Make it clear when you are speaking for yourself as a resident or stakeholder, and not on behalf of the County of. If you publish content on any website of the County and it has something to do with the work you do or subjects associated with the County, use a disclaimer such as this: “The postings on this site are my own and don’t necessarily represent the County’s positions or opinions.” Employees shall not comment about rumors, political disputes, or personnel issues, in an official capacity.

6. *Employee or Official Profile.* If you identify yourself as a County employee or official, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, residents and other stakeholders.

7. *Defamation.* Be aware that employees acting in their individual capacity (not on behalf of the County) are not immune from defamation claims. Under Massachusetts law, defamation is established by showing that the defendant published a false, non-privileged statement about the plaintiff to a third party that either caused the plaintiff economic loss or was of the type that is actionable without proof of economic loss. Some statements, like imputation of a crime, are defamatory per se. Avoid statements that may be interpreted as defamatory.

DRAFT

AGENDA ITEM 6c

Proposed County Vehicle Use Policy

BARNSTABLE COUNTY VEHICLE USE POLICY

PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines and standards for:

- Vehicle Uses-County, Personal
- Personal Vehicle Use for Work Related Travel
- County Vehicle Assignments
- Commuting and Imputed Tax
- Vehicle Accident Reporting
- Responsibilities When Driving a County or a Personal Vehicle
- Policy Exemptions

APPLICABILITY

The entire policy applies to all Barnstable County employees. Employee's whose employment is regulated by individual agreement or collective bargaining agreements are subject only to those portions of this policy that are not specifically regulated by law or agreement.

If any provision of this policy violates any governing law or regulation, or if any law or regulation applicable to this policy becomes effective after the effective date of this policy, then this policy shall be deemed changed to be in compliance with such governing law or regulation.

Expense Reimbursement- payment for approved expenses relating to Personal Vehicle use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item.

County Vehicle- those automobiles, truck, vans, boats, or other self-propelled equipment owned, rented, or leased by County and licensed for travel on a public way.

Personal Vehicle- that vehicle owned or available for private use by the employee.

VEHICLE USES

County Vehicles

It is the policy of the County that certain positions require employee access to County Vehicles, either during their work shift or on a 24-hour on-call basis. County Vehicles are not Personal Vehicles and are not for personal use.

Personal Vehicles

It is the policy of the County to reimburse employees for reasonable expenses which they incur as a result of Personal Vehicle use on behalf of the County. Receipts and Expense Reports must be submitted in a timely manner in order for employee to be reimbursed for such expenses.

Registering and Insuring a Vehicle

Whenever a new vehicle is purchased and registered, The Director of Facilities and County Assets must be notified and appropriate paperwork completed immediately to add the vehicle to the County's insurance policy.

ADMINISTRATIVE REQUIREMENTS

Reimbursement of Work-Related Travel Expenses

When an employee is authorized to use a Personal Vehicle for work-related travel, he or she shall be reimbursed for mileage at the IRS standard mileage rate, unless covered by contract or stipend, according to the IRS, the standard mileage rate for business purposes is based on an annual study of the fixed and variable costs of operating a vehicle. Employees will be notified by the Human Resources Department of any changes to the IRS rate.

In accordance with IRS regulations/rulings, the mileage rate is intended to cover, but is not limited to, the cost of fuel, repairs, insurance, all operating costs, and general wear and tear on the Personal Vehicle.

In addition to the mileage rate, the County will reimburse employees authorized to travel outside of the County, driving a Personal or County Vehicle, within the scope of employment, for tolls and reasonable parking expenses, when receipts are provided.

Insurance

Employees who are authorized to use Personal Vehicles for work related travel are required to show proof to their Department Head, on an annual basis, of the following minimum levels of insurance coverage:

- Bodily Injury: \$1000,000/\$300,000
- Property Damage: \$100,000

Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.

In order to be reimbursed for Personal Vehicle use, employees must complete a Payment Form provided by the Purchasing Department and submitted with appropriate supporting documentation and/or receipts in a timely manner.

EMPLOYEE DRIVING RECORDS

Employees in the course of their employment on a regular basis may be subject to driving record check, through the Registry of Motor Vehicles. This is necessary for the County to appropriately identify potential risk of liability.

A copy of the operators Massachusetts driving record (MVR) shall be obtained by the HR Department to verify the historical driving record of the operator. This will also be obtained on a quarterly or at least annual basis.

If the operator has an out of state license, then the operator must provide, upon request, a copy of their existing state driving record to the HR Department. Any out of pocket expense in obtaining a copy of the driving record will be reimbursed by the County upon submission of a receipt, in a timely fashion.

Driving records shall be reviewed by the HR Department and the County Administrator or their designee.

Driving records determined to be a safety concern by the County Administrator, may result in the disapproval of an employee's vehicle use in the course of employment, after consultation with the appropriate Department Head.

ASSIGNMENT OF COUNTY VEHICLES

Employees are required to have a valid motor vehicle license for the class of vehicle to be operated issued by the Commonwealth of Massachusetts or their state of current residence and must show proof of such valid license to his/her Supervisor or Department Head prior to being assigned a County Vehicle.

The assignment of County Vehicles for 24-hour use will be made by the County Administrator their designee, and will only be considered for employees who require a vehicle to perform the essential functions of the job:

- Officially designated on-call status;
- Requirement for frequent emergency availability during non-working hours;
- Issuance of a pager or other communication device; and/or,
- Emergency or other equipment contained in the vehicle.

County Vehicle assignments may be rescinded in writing for good reason or cause by the County Administrator or their designee.

Prior to the assignment of a County vehicle, a copy of the operators Massachusetts driving record

will be required as described in this policy.

Employees assigned a County Vehicle for 24-hour use involving a commute of more than 25 miles one way, shall reimburse the County for the additional fuel cost as determined by the County Treasurer. Employee who have been assigned a County Vehicle and have established commuting patterns of more than 25 miles one way prior to July 2006 shall be exempt from this provision, as long as there is no break in assignment of a County Vehicle greater than 6 months, after which the exemption will no longer apply.

Imputed Income Taxation

Employees authorized to commute in a County Vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The County Treasurer shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use County Vehicles for commuting purposes, and the normal, one-way commuting distance, each December 1st.

RULES & RESPONSIBILITIES

Employees who drive a County or Personal Vehicle are responsible for, but not limited to, the following:

1. County Vehicles may only be operated by County employees.
2. Individuals assigned a County Vehicle with commuting privileges may take "incidental personal uses" such as stopping at a grocery store or going to the bank, on his/her way home, but only if the stop does not add mileage to the trip.
3. Operators should exercise sound judgment at all times when using assigned County Vehicles and should avoid the appearance of misuse.
4. The Massachusetts Ethics Code discusses unwarranted privileges. Using public equipment or resources for personal use constitutes use of an official position to obtain an unwarranted privilege not similarly available to others. Misuse of an assigned County Vehicle is an ethics violation.
5. County Vehicles will not be used to transport any individual who is not directly or indirectly related to County business. Passengers shall be limited to County employees and individuals who are directly associated with County work activity (committee members, consultants, contractors, etc.). Family members shall not ordinarily be transported in County Vehicles.
6. The use of Personal Vehicles for transporting individual's unrelated to County business shall

not occur on County work time.

7. County Vehicles shall contain only those items for which the vehicle is assigned.
8. The County shall not be liable for the loss or damage of any personal property transported in the County Vehicle or for any personal property while using their Personal Vehicle for work related travel.
9. Employees are expected to keep County Vehicles clean, and to report any malfunction, damage, needed repairs or other vehicle problems to their supervisors immediately.
10. Employees assigned County Vehicles for commuting purposes are expected to park such vehicles in safe locations and to lock the car when not in use. Operators should never leave vehicles unattended with the ignition keys in the lock or anywhere in the vehicle.
11. Unless expressly exempted by law, employees are to ensure that they and all passenger(s) in a County Vehicle wear seat belts at all times, if the County Vehicles is so equipped.
12. All operators of vehicles that require a CDL license, must be tested for drugs and alcohol as provided by US DOT regulations and the County drug/alcohol policy.
13. Employees may not operate County Vehicles or Personal Vehicles being used for work related travel, under the influence of alcohol, illegal drugs, or any controlled substances.
14. Employees are prohibited from possessing open alcoholic containers, illegal drugs, or controlled substances in a County Vehicle or in a Personal Vehicle being used for work related travel.
15. The transporting of unopened alcoholic containers is limited to "incidental personal use" as described in this policy.
16. Employees operating a County Vehicle or a Personal Vehicle while on work related travel, must maintain a valid motor vehicle license issued by the Commonwealth of Massachusetts or the state of their current residence, which must be provided upon request by a Supervisor during a specific or periodic license check.
17. Employees operating a County Vehicle or a Personal Vehicle while on work related travel, shall drive defensively and obey all applicable traffic and parking regulations, ordinances, and laws.
18. Employees who incur parking or other fines/citations while operating or using an assigned County Vehicle or using a Personal Vehicle on work related travel, will be personally responsible for payment of such fines/citations, unless payment of such fine/citation is approved by the County Administrator.
19. Employees who are issued citations for any offense while operating or using a County Vehicle must notify their Supervisor immediately when practicable, but in no case later than 24 hours after the issuance of an issued citation.
20. An employee who is assigned a County Vehicle and who is arrested for or charged with a

motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, whether in his or her Personal Vehicle or in a County Vehicle, must notify his or her Supervisor immediately when practicable, but in no case later than 24 hours after such arrest or charge has occurred. License suspension or conviction of an offense may be grounds for loss of County Vehicle privileges.

21. No employee may use a County Vehicle for out of state use without advance approval of the County Administrator or their designee.
22. When utilizing a County Vehicle, employees are required to obtain fuel from designated County fueling facilities, unless fueling is required in the course of out of County travel.
23. Smoking is not permitted in a County Vehicle in accordance with M.G.L. c270 s22. Those utilizing a Personal Vehicle for work related travel should be considerate of others in the vehicle that does not smoke.

CELLULAR PHONES AND HANDHELD ELECTRONIC DEVICES

The use of cellular phone and handheld electronic devices is prohibited. This prohibition includes the receiving (accepting) or placing calls; retrieving, sending, or responding to text and image messaging, Internet browsing; reading, drafting, or sending emails; checking voice messages, and operating any application installed on cellular phones or handheld devices. In the event of exigent circumstances, employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional matters, and remain focused on the road and driving conditions. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area.

VEHICLE ACCIDENTS

In the event that an employee's Personal Vehicle is damaged during an approved, work-related trip, and the damage is not due to negligence of the employee, the County will reimburse the employee to cover the part of the cost of repair, up to a maximum of \$500 or the amount of the deductible, whichever is less, per occurrence. A copy of a police report and evidence of the employee's vehicle insurance deductible (comprehensive or collision) payment shall accompany any request for reimbursement.

When an employee using a County Vehicle or Personal Vehicle on work related travel is involved in a motor vehicle accident, the operator must:

1. Stop the vehicle.
2. Obtain the following information

- Name(s) and address(es) of the other driver(s);
 - Driver's license number(s) of the other driver(s);
 - Name(s) and address(es) of the owner(s);
 - Registration number(s) of the other vehicle(s) involved;
 - Name(s) and address(es) of other driver(s) insurance company(ies); and,
 - Name(s) and address(es) of any witness(es) to the accident.
3. Do not admit liability for the accident, even if the employee believes it was their fault.
 4. Immediately report details to the employee's immediate supervisor.
 5. When any person has been injured and/or when vehicles have suffered significant damage; the local or state police must be called to the scene.
 6. Do not move the vehicle in these circumstances until authorized by the policy.
 7. Unless an injury prevents the operator from doing so, he/she must fill out a Vehicle Accident Report (VAR) within 48 hours of the accident. A blank copy of the form may be obtained from the HR Department. The completed VAR shall be filed with their direct Supervisor.
 8. The Supervisor shall ensure all information is in the report and file a copy with the County's Human Resources Department.

SPECIAL CIRCUMSTANCES

This policy is intended to provide a basic framework governing the use of Personal and County Vehicles in the County and such cannot contain procedures governing every situation that might arise. Employees seeking clarification of this policy should contact the HR Director. Exemptions from certain provisions of this policy may be authorized by the County Administrator, under mitigating circumstances, after review by the Department Head. Such exemptions must be documented and signed off by the employee (see Attachment A), approved by the County Administrator or their designee, and noted by the Human Resources Director, so as to be placed in the employee's personnel file.

EXEMPTIONS

Exemptions to the Vehicle Use Policy are strictly limited. Exemptions that will increase the liability to the County are not allowed. Issues related to insurance coverage, transportation of individuals unrelated to County business, operating a vehicle without a valid motor vehicle license, are examples of what may not be exempted.

DISCIPLINE

ATTACHMENT B – ACKNOWLEDGMENT

I, _____ (print name), as an employee of the County of Barnstable, hereby acknowledge that I have received, read, understand, and agree to abide by the Barnstable County *Vehicle Use Policy*.

If assigned a County Vehicle and/or receive a Vehicle Reimbursement and/or use a Personal Vehicle for work related travel, I shall comply with the respective provisions of the policy or those portions of the policy not specifically regulated by law or collective bargaining agreement or individual agreement/contract.

In addition, I authorize the HR Director to obtain or shall provide to the HR Director (out of state residents), on an annual basis for County Vehicle usage or on a case by case basis for Personal Vehicle usage, and at no cost to me, a copy of my driving record, which shall only be used in determining my safety record, enabling me to be assigned and/or operate a County Vehicle or to use my Personal Vehicle for work related travel, should the need be required. In consultation with the appropriate Department Head, the County Administrator shall make such a determination.

Once signed, this form will be placed in the employee's personnel file by the HR Director for records purposes

Employee Signature: _____

Date: _____

ATTACHMENT C – EXEMPTIONS LIMITATIONS

The following is a guide for the County Administrator or their designee in determining what sections of the Barnstable County *Vehicle Use Policy* may be exempted.

Keep in mind that **Attachment A** of the *Vehicle Use Policy* must be filled out and appropriately signed, approved, and placed in the employee's personnel file for an exemption to be fully authorized.

Only the following sections of the *Vehicle Use Policy* may be exempted, if the employee provides an adequate mitigating circumstance(s) that is/are approved by the County Administrator:

1. If the County Administrator believes that there are extenuating circumstances that require an individual to be assigned a County Vehicle for 24-hour usage, but does not meet the eligibility requirements in this section.
2. If a compelling business reason is provided and approved by the County Administrator that rationalizes why someone should be allowed to commute greater than 25 miles one-way, then it will not be the financial responsibility on the employee to reimburse the County. However, an exemption to this section does not alleviate the employee from section 5.B.6 (Imputed Income Taxation), which is governed by law and handled by the County Treasurer's office.
3. County Vehicles shall only contain items for which the vehicle is assigned. If this section is exempted, companion section 5.C.4.b shall not be exempted. The County shall not be liable for the loss or damage of allowable transported non-work related items.
4. Deals with obtaining fuel from designated County fueling facilities.

Only the above 4 sections of the *Vehicle Use Policy* may be exempted. All other sections of the policy may not be exempted, whether agreed upon by the County Administrator. Exemptions for individuals with contract agreements with the County are subject to contract amendments initiated by the Personnel Board to ensure consistency with application and intent, and subsequently

approved by the appropriate appointing authority.

By allowing exemptions from the *Vehicle Use Policy*, the County Administrator have determined that any of the above exemptions listed on approved **Attachment A** are needed for the employee to perform his/her job responsibilities more effectively or that the indicated exemptions will not inhibit the employee from further meeting his/her job responsibilities.

ATTACHMENT D – GUIDELINES FOR ACCEPTABLE DRIVERS

An acceptable rating to drive a County vehicle or for employees to use personal vehicles for County business shall be 1 or 2.

Rating (based on last 3 years of driving experience)

(1) Superior- no traffic citation or motor vehicle accidents

(2) Good- no more than 1 moving traffic citation, or 1 motor vehicle accident (not at fault)

(3) Marginal- no more than 2 moving traffic citations, or 2 motor vehicle accidents (not at fault), or 1 at fault motor vehicle accident

(4) Probationary status- anything in excess of marginal rating. A six month watch is indicated and MVR's checked at six months intervals.

(5) Unacceptable- any driver whose MVR shows any one of the following records is not acceptable:

- Three or more accidents (at fault) in the last three years.
- One or more Type A violations in the last three years.
- Any combination of accidents and Type B violations equaling four or more in the last 2 years.
- An operator's license that has been suspended or revoked within the past three years.

Type A Violations

1. Driving while intoxicated
2. Driving under the influence of drugs
3. Negligent homicide arising out of the use of a motor vehicle
4. Operating a motor vehicle during a period of suspension pr revocation of an operator's license.
5. Using a motor vehicle for the commission of a felony.
6. Aggravated assault with a motor vehicle.
7. Operating a motor vehicle without the owner's authorization.
8. Permitting an unlicensed person to drive.

9. Reckless driving.
1. 10. Speeding contest.
10. Hit and run (bodily injury and physical damage) driving.

Type B Violations

All moving violations not listed as Type A violations

DRAFT

AGENDA ITEM 6d

Discussion on Grant Policies and Procedures for the proposed Barnstable County Economic Development Council (BCEDC)



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

BARNSTABLE COUNTY ECONOMIC DEVELOPMENT COUNCIL (BCEDC) **GRANT FUND PROCEDURES**

PREAMBLE: The EDC through its select grant subcommittee after approval of the full EDC committee and the Barnstable County Board of Regional Commissioners will announce annually the grant round for availability of the fiscal year grant funding for projects that support economic development and tourism on Cape Cod. Massachusetts procurement law will be strictly adhered to.

1. Eligibility: Eligible applicants include non-profits, educational institutions, Barnstable County municipalities, municipal agencies in County towns. For profit companies may collaborate with non-profits, as long as the non-profit is the lead agency. No funding will be provided directly to for-profit businesses. Submissions will be evaluated based upon criteria established by the EDC.
2. The EDC will set the dollar amount, the areas of interest to be funded, specific grant criteria to be utilized in the evaluation process and grant timetable to be submitted for public approval by the County Commissioners prior to advertising.
3. Once approved, the announcement shall be advertised using local print media, radio, and the County website, specifically the EDC page.
4. The EDC shall initiate the process by seeking letters of intent detailing all of the applicant's organizational status, all collaborating partners including a detailed description of the intended role that each collaborating partner will play in the administration of the Grant, the fiscal agent, the project name and intended scope of the project, projected benefits and local impacts, economic development assessment, management experience, and a proposed budget including any proposed matches. Letters of intent shall be submitted online.
5. The grants committee shall establish a ranking sheet, based on the criteria approved by the Commissioners in Step 3, which shall be utilized to rank each application at the close of the submittal period by the grants committee individually by member and then as a grants committee as a whole. The grants committee would then establish a number for final application and qualify the applications to proceed to a full grant application. All applicants will be notified as to the status of their applications at this time.
6. All applicants who have been chosen to submit a final application will have 30 days to submit a detailed grant application on line with full disclosure of all financial partners and beneficiaries, a detailed budget and economic analysis, and any other information deemed relevant and appropriate by the subcommittee.
7. The grant subcommittee may at their discretion require oral presentations.

8. The grant subcommittee upon completion of the process will then establish a specific final criteria to be utilized in evaluating all final applicants that is consistent with its advertised criteria. Their final determination shall then be presented to the full EDC for approval before submittal to the County Commissioners for a final approval at which time an evaluation summary shall be presented to the Board of Regional Commissioners.
9. Grant contracts shall be prepared by the County's procurement officer and executed in the County office at which time any procurement process questions and concerns will be addressed by the County's Chief Procurement Officer. As part of any contract the EDC may require that the County procurement department include provisions establishing periodic monitoring and reporting on grant management and status.

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ron Beaty, Commissioner

Date

AGENDA ITEM 6e

Discussion on the Barnstable County Coastal Resources Committee (NO DOCUMENTS)

AGENDA ITEM 6f

Discussion on the Cape Cod Water Resources Protection Plan (NO DOCUMENTS)

AGENDA ITEM 6g

Authorizing the recognition of January 21, 2018 through January 27, 2018 as School Choice Week in Barnstable County

From: [Owen Fletcher](#)
To: [Owen Fletcher](#)
Subject: Proclamation Request
Date: Tuesday, December 5, 2017 2:07:00 PM

From: Proclamations Department <proclamations@nscw.org>
Date: November 28, 2017 at 12:16:39 AM EST
To: Leo <lcakounes@barnstableCounty.org>
Subject: Proclamation Request
Reply-To: Proclamations Department <proclamations@nscw.org>

Dear The Honorable Cakounes,

We are respectfully requesting that you consider joining dozens of city and county leaders across the country in officially recognizing January 21-27, 2018 as School Choice Week in Barnstable County.

To date, 5 schools in Barnstable County have signed up to plan events or activities during School Choice Week, which will feature an unprecedented 31,000+ events nationwide.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children. Last year, more than 684 mayors and county leaders, along with 30 governors, the unanimous United States Senate, and the President issued proclamations recognizing NSCW.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:

<https://schoolchoiceweek.com/proclamations/>

Also, for your convenience, we have provided the suggested proclamation language below.

If you have any questions, please just write back and let me know. Thank you in advance.

Best,
Andrew

Andrew Campanella

President

National School Choice Week

www.schoolchoiceweek.com

SUGGESTED PROCLAMATION LANGUAGE

Barnstable County School Choice Week

WHEREAS all children in Barnstable County should have access to the highest-quality education possible; and,

WHEREAS Barnstable County recognizes the important role that an effective education plays in preparing all students in Barnstable County to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of Barnstable County; and,

WHEREAS Barnstable County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Barnstable County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Leo Cakounes do hereby recognize January 21-27, 2018 as Barnstable County School Choice Week, and I call this observance to the attention of all of our citizens.

INSTRUCTIONS

- **If you issue a proclamation, please send a .pdf copy of the**

proclamation to Noelle DeLaney at proclamations@nscw.org, so that we may recognize you for participating.

- **If you choose to send a hard copy of an issued proclamation, please send it to: Noelle DeLaney, National School Choice Week, PO Box 1540, Dixon, CA 95620**

[Follow on Twitter](#) [Friend on Facebook](#) [Forward to Friend](#)

National School Choice Week provides an unprecedented opportunity, every January, to shine a spotlight on the need for effective education options for all children. Independently planned by a diverse coalition of individuals, schools and organizations, NSCW features thousands of special events across the country. The Week is a nonpartisan and nonpolitical public awareness effort.

Our mailing address is:

PO Box 2549, Santa Rosa Beach, FL 32459

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

You are subscribed to the National School Choice Week mailing list:

[unsubscribe from this list](#) [update subscription preferences](#)

This email was sent to lcakounes@barnstableCounty.org
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
NSCW · PO Box 1540 · Dixon, CA 95620 · USA

AGENDA ITEM 8a

Authorizing the approval of a Timesheet for Jack Yunits, County Administrator, for the period of November 12, 2017 through November 25, 2017 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the approval of Kristy Senatori, Deputy Director, as an official signatory for the Cape Cod Commission

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



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: November 29, 2017
TO: Barnstable County Commissioners
FROM: Paul Niedzwiecki, Executive Director
RE: Additional Department Signatory

Your vote is requested to formally authorize Kristy Senatori, Deputy Director, as an official signatory for the Cape Cod Commission. The Finance Department has requested this vote for their records.

Thank you.

Leo Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Date

AGENDA ITEM 8c

Authorizing the execution of Certificates of National Service for AmeriCorps Cape Cod members (NO DOCUMENTS)

AGENDA ITEM 8d

Authorizing the approval of a grounds request by Gosnold of Cape Cod for the David Lewis 5K on September 29, 2018 in honor of National Recovery Month

From: [Owen Fletcher](#)
To: [Owen Fletcher](#)
Subject: FW: Request for Use of County Complex- September 29, 2018
Date: Tuesday, December 5, 2017 2:13:00 PM

From: Patricia Mitrokostas [<mailto:pmitrokostas@gosnold.org>]
Sent: Tuesday, November 14, 2017 12:26 PM
To: Leo Cakounes <lcakounes@barnstablecounty.org>; Jeffrey D. Perry <jperry@bsheriff.net>
Cc: Steven Tebo <stebo@barnstablecounty.org>
Subject: Request for Use of County Complex- September 29, 2018

Good Afternoon Steve,

I received your name from Leo Cakounes through Jeff Perry.

Gosnold sponsors a 5K race every year to raise funds for our recovery programs, it's called the David Lewis 5K. Traditionally, we have held the race on Labor day weekend in Falmouth utilizing the Gosnold corporate office facility on Ter Heun Drive in Falmouth as the start and finish point. In the interest of attracting more runners and walkers to our event, we are moving the date to September 29, 2018 (September is National Recovery Month) and would like to host the event from the county complex in Barnstable. Could you please send me the procedure and necessary application for the use of your outside space on this date if this is an allowable activity?

Thanks so much, I look forward to hearing from you.

Best,
Patty

Patricia Mitrokostas
Director of Prevention

Gosnold on Cape Cod
350 Gifford Street
Suite W-10
Falmouth, MA 02540

(508) 540-2317



AGENDA ITEM 8e

Authorizing the execution of a contract with Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact (DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms, at the rate of \$225.00 per hour for the principal consultant and \$160.00 per hour for field and lab engineers

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Isotrope, LLC
503 Main Street
Medfield, MA 02052

THIS AGREEMENT, made this _____ day of _____ 2017 by and between Isotrope, LLC. (hereinafter referred to as Contractor), and Leo Cakounes, Mary Pat Flynn, and Ronald Beaty and as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission is the regional planning and land use regulatory agency for the fifteen towns in Barnstable County, and

WHEREAS, the Commission requires technical assistance in Development of Regional Impact (DRI) reviews of various wireless communications projects and

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

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

1. Employment of Contractor. The Commission 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 Commission 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 Commission, 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 September 4, 2017 incorporated herein by reference.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue for three years from date of execution unless an optional renewal period is exercised by the Commission.
4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal and further explained in its clarifying memo, incorporated as Attachment A. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission 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 Commission no later than July 31st.
5. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the

provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

7. Changes. The Commission 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 Commission and the Contractor, shall be incorporated in written amendments to this Agreement.

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

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

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission, 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 Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim,

negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Commission 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 Commission.

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

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

17. Anti-Boycott Warranty. During the term of this Agreement, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 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 Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Agreement subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

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

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

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE CONTRACTOR:

Leo Cakounes, Chair

David Maxson, Principal

Mary Pat Flynn, Vice-Chair

Date

Ronald Beaty, Commissioner

Date

FOR THE COMMISSION:

Paul Niedzwiecki, Executive Director



CCC Wireless Communications Review – Price Proposal

The Commission’s requirements for this price proposal are as follows:

Under separate sealed cover, clearly marked “CCC Wireless Communications Review – Price Proposal.” the proposer should submit a price proposal clearly identifying and detailing all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and any other costs. Price proposals that do not provide this information will be rejected. The price proposal shall be presented with an estimate to complete required meetings and deliverable(s).

Proposers should consider the possible optional renewal periods when submitting price proposals and indicate any future rate increases after the initial three-year term.

Isotrope, LLC is pleased to quote its current rate of \$225 per hour in one tenth hour increments for Mr. Maxson’s time. Field and lab engineers, if required and approved will be charged at their applicable rates not to exceed \$160 per hour. These rates include ordinary expenses for presentations, equipment and materials. To encourage open communications, Isotrope does not charge for coordination communications related to scheduling, task review and agenda forming.

Depending on the complexity of the application, the process of performing analysis and preparing a written report can typically take from 8 to 16 hours. If all work is conducted by Mr. Maxson, the analysis and reporting fee is likely to be \$1800-3600. Some savings are realized when a member of Isotrope’s staff performs the GIS coverage analysis under Mr. Maxson’s supervision.



Travel time will be charged at the applicable rate. To minimize the impact of travel time, reasonable effort will be made to combine trips for more than one purpose. The Commission has benefited from this method in the past.

Typically, it is conservative to budget 6 hours for meeting preparation, travel and participation in a meeting or hearing session, for a typical cost of \$1350. As specified in the Project Scope, the Commission's expectation is 2-3 public meetings with Subcommittee, which totals \$2700 - \$4050 based on the 6-hour average per meeting assumption. Site visits in conjunction with meetings do not materially alter this estimate. The 1-2 Commission meetings adds an estimated \$1350 - \$2700 to the total. The Commission's estimated minimum is three meetings (plus analysis and report) which is an estimated \$4050 (meetings) plus the \$1800 - 3600 (typical for reports).

Ordinary materials for documentation and reporting are included in the hourly rate, as are telecommunications costs. Travel expenses (mileage, transportation, tolls, etc.) are charged at current government rates. Test instrumentation owned by Isotrope is included as needed under the hourly rates. Costs for special materials and services such as transportation, lodging, equipment rental and presentation graphics costs will be reimbursed at cost by obtaining prior approval from the Commission's representatives.

In evaluating this price quotation, we suggest that the relative efficiency of our work be considered in conjunction with hourly rates. We have established a track record with the Commission in providing timely and thorough work in a cost-effective manner.

Isotrope reserves the right to adjust fee rates from time to time, not to exceed the cumulative CPI rate starting as of the date of contract.



Thinking outside the sphere

Memorandum

To Elaine Davis
From David Maxson, WCP
Re Request for Proposals Clarifications
October 26, 2017

The following information is provided in response to your recent inquiry.

- 1. The second paragraph on page 11 of your price proposal, indicates that travel expenses will be charged at "current government rates". It goes on further in the paragraph to say that "transportation, lodging, equipment rental and presentation graphics costs will be reimbursed at cost by obtaining prior approval from the commission's representatives". It needs to be clarified whether or not, transportation is charged at current government rates or at cost, and if at government rates, list the index (IRS? GSA?) you will be using.*

Consider the form of this proposal as a not-to-exceed pricing scheme for federally-regulated rates. For example, if the GSA rate for lodging is, say, \$100 per night, and we incur a \$95 charge, our cost is \$95, and we would invoice our cost. The same goes for meals at the GSA rate for the Cape Cod area. The GSA rate would be the cap.

With respect to mileage, Isotrope charges the currently applicable IRS mileage rate. IRS changes those rates up or down (incrementally) on an annual basis. If Barnstable County needs a cap to satisfy its requirements, let it be 65 cents per mile. We will charge IRS rate for mileage, not to exceed 65 cents per mile.

With respect to equipment rental and presentation materials, these are unknown additional expenses and would be approved in advance by Barnstable County. As such, they can be considered optional extras not priced in the scope of this contract.

In our two decades of serving the Cape Cod Commission, we have only incurred mileage charges. There has been no need for lodging and meal expenses. The type of work we generally do in this type of wireless consultation requires no additional equipment or materials. In the rare event that such is needed, we can work those things out on a case-by-case basis.

- 2. The last sentence in price proposal indicates that you reserve the right to adjust your fee rates "from time to time, not to exceed the cumulative CPI rate starting as of the date of the contract". This does not comply with the bid documents*



which state on page 6 of the RFP “Proposers should consider possible optional renewal periods when submitting price proposals and indicate any future rate increases after the initial three year term.” The first three years of the contract would be at a fixed cost, with price escalators allowed at the time of renewal. However, we need to be clear on the method used to determine the increase or the exact cost of the increase. I need you to explain how you would use the CPI index and which index you would use, or if you are choosing a different method.

Isotrope establishes its base rates for all similar classes of customer and adjusts them from time to time. We cannot predict what our base rate would be in three years. We can provide rational caps to our cost increases.

The specification required a three-year rate guarantee. Let us interpret our description as first being compliant with the three-year fixed rate. The rates we quoted stand for three years. At the end of year three, if our base rates have increased in the meantime, the new base rates would apply beginning after year three. By relying on a price index, we provide a cap to our rate increases after year three. We did not specify the exact price index, assuming this could be negotiated in the contract phase. Let the index be the US Bureau of Labor Statistics annual, not-seasonally-adjusted all-items CPI-U for the Boston-Brockton-Nashua, Mass.-N.H.-Maine-Conn. consolidated area.

Example:

Our current base rate is applied to this contract for three years, as proposed. During the three-year period, there are three cumulative annual price indexes. These price indexes do not affect the rate charged the Commission during the three-year term. The accumulation of three annual price indexes is used to inform the new rate after year three.

For illustration, say the index after year 1 is 2%, after year 2 is 2% and after year 3 is 2%. After year three, we would be able to increase our rates up to $(1.02)^3 = 1.06$ (a 6% increase).

Now, say Isotrope chose to raise its base rates for similar services by 5% over this term. Rates under this contract remain fixed for the three years. After year three, our base rate for this contract would be adjusted by 5% to equalize it to what similar customers pay. We would not take the full 6% increase in this example. In this fashion, the price index proposed is merely a cap.

I hope this clarifies how we propose to provide Barnstable County with the limitations on cost it seeks in its RFP.

AGENDA ITEM 8f

Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$70,000.00 to do and perform all dredge related work for Bass River

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF YARMOUTH

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Bass River in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$70,000.00. This is based on removing approximately and 4,500 cubic yards at \$13.00 per cubic yard and 1,278 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material and \$13.00 per cubic yard for booster pump work. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be

utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Center for Coastal Studies Provincetown at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF YARMOUTH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the

negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00 for standard dredge material and \$13.00 per cubic yard for booster pump work. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County

shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Yarmouth from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Yarmouth agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Yarmouth or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2017.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF YARMOUTH

Leo G. Cakounes



Date

Ronald Beaty

Mary Pat Flynn

Date

AGENDA ITEM 8g

Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$15,000.00 to do and perform all dredge related work for Parkers River

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF YARMOUTH

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Parkers River in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$15,000.00. This is based on removing approximately and 1,667 cubic yards at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Center for Coastal

Studies Provincetown at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF YARMOUTH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the

limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00 for standard dredge material. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Yarmouth from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Yarmouth agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Yarmouth or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other.

The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2017.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF YARMOUTH

Leo G. Cakounes



Date

Ronald Beaty

Mary Pat Flynn

Date

AGENDA ITEM 8h

Authorizing the Execution of an amendment to a grant agreement with the Massachusetts Department of Public Health for the Prevention and Wellness Trust Fund to: 1) increase the current award of \$325,988.00 for Fiscal Year 2018 by the amount of \$496,545.44 and; 2) approve the use of remaining Fiscal Year 2017 funds in the amount of \$29,304.71 for a total budget in the amount of \$851,838.15



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: 11/15/2017

To: COUNTY OF BARNSTABLE
Re: Contract # **INTF4251P01402017001**

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 **11/29/2017** 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

KARYN E. POLITO
 Lieutenant Governor

MARYLOU SUDDERS
 Secretary

MONICA BHAREL, MD, MPH
 Commissioner

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

November 6, 2017

Elizabeth Albert
 COUNTY OF BARNSTABLE
 PO Box 368
 Barnstable, MA 02630

RE: FY18 Prevention and Wellness Trust Fund Contract: INTF4251P01402017001

Dear Ms. Albert:

The Massachusetts Department of Public Health is pleased to inform you that the above referenced Prevention and Wellness Trust Fund (PWTF) contract is being increased by \$496,545.44 to continue PWTF services through June 30, 2018. Please note, some of the items in the FY18 budget proposal have been disallowed. Please see Attachment A for additional information. Your FY18 award is as follows:

Current FY18 Award:	\$325,988.00
FY18 Increase:	\$496,545.44
New FY18 Award:	<u>\$822,533.44</u>

New Total Maximum Obligation (across all years):	\$4,436,107.32
Federal Funds: No	

Please note these funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

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 and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Additionally, you currently have \$29,304.71 in unspent FY17 funds. The DPH is approving the use of these funds in FY18. Your new budget is:

DPH FY18 Award Amount: \$822,533.44
Unspent FY17 Funds (rollover): \$29,304.71
New Total Budget Amount: \$851,838.15

Enclosed is your contract amendment package from our Purchase of Service Office. Please include a **photocopy of both pages of the most recent “Contractor Authorized Signatory Listing”** with your signed contract. If you wish to update the “Contractor Authorized Signatory Listing”, please complete the enclosed blank form and return the original with your signed contract. The signed contract with attachments should be returned to:

Dazlee Alvarado
Prevention and Wellness Trust Fund
250 Washington Street, 4th Floor
Boston, MA 02108

If you have questions regarding your program deliverables, please contact your Technical Advisor, Alissa Caron, at (617) 624-5439. For questions regarding the contract package, please contact Dazlee Alvarado at (617) 624-5918.

Sincerely,



Elizabeth Barry
Deputy Director
Bureau of Community Health & Prevention

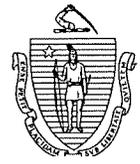
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		MMARS Department Code: DPH	
Contract Manager: Elizabeth Albert		Business Mailing Address: 250 Washington Street, Boston MA 02108	
E-Mail: balbert@barnstablecounty.org		Billing Address (if different):	
Phone: 508-375-6626 Fax:		Contract Manager: Pech, Victoria	
Contractor Vendor Code: VC6000194979		E-Mail: Victoria.Pech@MassMail.State.MA.US	
Vendor Code Address ID (e.g. "AD001"): AD 001		Phone: 617-624-5807 Fax: 617-624-5017	
(Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF4251P01402017001	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>06/30, 20 18</u>	
<input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ <u>496,545.44</u> (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)		<input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , 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, scope and 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 <i>new</i> Total if Contract is being amended). \$ <u>4,436,107.32</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 type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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.) Maximum Obligation Change			
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 no obligations have been incurred prior to the <u>Effective Date</u> .			
<input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> .			
<input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR 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, 20 18</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 " <u>Effective Date</u> " 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sharon Dyer</u>	
Print Title: _____		Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City Of Worcester
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192145
CONTRACT #: INTF4251P01402017009

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

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

Date:

Title:

Telephone:

Fax:

Email:

[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

CONTRACTOR LEGAL NAME: City Of Worcester
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192145
CONTRACT #: INTF4251P01402017009

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):

Title:

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 #: INTF4251P01402017001

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. Contract increase is to fully fund PWTF program activities through the end of FY18.

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).

ATTACHMENT A: FY18 BARNSTABLE DISALLOWED BUDGET ITEMS

DPH disallows the following budget items from the FY18 amendment proposal:

1. Community Health Center of Cape Cod:

a. Disallowed Funding:

- i. \$15,000.00: \$3,300.00 for laptops and \$11,700.00 for Zoom Video Communications. The proposed home visiting and videoconferencing activities for hypertension and diabetes would be new interventions for this partner. DPH is not funding new interventions in FY18.

b. Revised Budget:

- i. The approved budget for Community Health Center of Cape Cod is \$179,131.50.

2. Duffy Health Center, Inc.:

a. Disallowed Funding:

- i. \$27,999.85 for the proposed Community Health Worker (\$22,284 for salary, \$4,011.12 for fringe benefits, and \$1,704.73 for payroll tax). In FY18, DPH will fund the hiring of CHWs only to fill vacancies in existing, PWTF-approved positions. Due to concerns about timing of onboarding and training, as well as sustainability, we are not funding new CHW hires at this late point in the project. PWTF did not fund a CHW at Duffy in FY17.
- ii. \$7,000.00 for DRVS maintenance. Based on the approved FY17 budget for DRVS maintenance, and the information provided to DPH about this budget line in FY17 and FY18, DPH will allow \$8,000 DRVS maintenance in FY18.

b. Revised Budget:

- i. The approved budget for Duffy Health Center, Inc. is \$99,796.46.

3. Harbor Community Health Center

a. Disallowed Funding:

- i. \$24,400.00 for the proposed High Risk Care Manager TBD (\$20,000.00 for salary, \$2,800.00 for fringe benefits, and \$1,600.00 for payroll tax). In FY18, DPH will fund the hiring of staff only to fill vacancies in existing, PWTF-approved positions. Due to concerns about timing of onboarding and training, as well as

sustainability, we are not funding new hires at this late point in the project. PWTF did not fund a High Risk Care Manager in FY17.

b. Revised Budget:

- i. The approved budget for Harbor Community Health Center, Inc. is \$131,141.00.

4. Healthy Living Cape Cod Coalition:

a. Disallowed Funding:

- i. \$11,600.00 for client transportation. Based on the approved FY17 budget for client transportation, and the information provided to DPH about this budget line in FY17 and FY18, DPH will allow \$10,000.00 for client transportation in FY18.
- ii. \$1,500.00 for IT Consultant at Elder Services. The Coalition has a well-established e-referral connection with Harbor Hyannis. IT support is not needed for e-referral on the community side, as an internet connection is the primary requirement. Furthermore, there will not be any new e-referral connections to additional health centers in FY18.

b. Revised Budget:

- i. The approved budget for Community Health Center of Cape Cod is \$211,444.69.

5. YMCA of Cape Cod:

a. Disallowed Funding:

- i. \$8,712.00 for YMCA membership assistance. Upon reviewing the YMCA's report on FY18 membership assistance and client utilization, we determine that additional funds are not justified for membership assistance in FY18. The \$11,088 budget line item which DPH approved earlier this year should be adequate to support membership assistance for the remainder of the project year. DPH guidance on the terms of membership assistance still holds. Please ensure that membership assistance is only provided to individual PWTF clients, rather than to their spouses or family members.

b. Revised Budget:

- i. The approved budget for YMCA of Cape Cod is \$113,185.31.

As a result of the budget reductions noted above, the approved FY18 Coordinating Partner budget is \$851,838.15.

Prevention & Wellness Trust Fund

Contract Conditions & Scope of Work

July 1, 2017 – June 30, 2018

DELIVERABLES

- DPH reserves the right to change the deliverables listed below as the amount of resources that will be available to support DPH for FY18 are pending. Coordinating partners will be notified of any changes via email and changes will be uploaded on SharePoint.
- DPH reserves the right to add additional deliverables throughout the duration of the FY18 contract. Coordinating partners will be notified of any changes via email.
- Payments may be withheld if conditions or specific deliverables are not successfully met and/or approved.
- All material deliverables shall be added to the “DPH Deliverables” folder on the partnership SharePoint page, unless noted below. Unless listed as an exception, DPH will access deliverables through SharePoint only.

All contract deliverables are subject to review and approval by DPH staff, including but not limited to the items listed in the table below:

IMPORTANT! Dates are subject to change.

Please read communication from DPH regularly for any changes to the deliverables or deadlines. The updates will also be made to this document and posted on SharePoint.

Time-Specific FY18 Deliverables:

Deadline	Deliverable	Notes
July 17, 2017	Clinical, Community, and Smoke-Free Housing Data due for Q4 of FY17	Please send in email to: Amy.Bettano@state.ma.us , or via secure email system if encounter-level data
July 31, 2017	Submit a narrative progress report for Q4 of FY17	Use of the progress report template is required
August 15, 2017	Submit Quarterly Expense Report for Q4 of FY17 (QER4)	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail. Partnerships that do not submit QERs by this deadline will not be eligible for any additional funding increases
October 16, 2017	Clinical, Community, and Smoke-Free Housing Data due for Q1 of FY18	Please send in email to: Amy.Bettano@state.ma.us , or via secure email system if encounter-level data

November 15, 2017	Submit Quarterly Expense Report for Q1 of FY18 (QER1)	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisory and Operations Manager via e-mail.
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January 15, 2018	Clinical, Community, and Smoke-Free Housing Data due for Q2 of FY18	Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data
January 31, 2018	Submit a narrative mid-year progress report for July-Dec 2017	DPH will provide the required template.
February 15, 2018	Submit Quarterly Expense Report for Q2 of FY18 (QER2)	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail.
April 16, 2018	Clinical, Community, and Smoke-Free Housing Data due for Q3 of FY18	Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data
May 15, 2018	Submit Quarterly Expense Report for Q3 of FY18 (QER3)	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail.
July 16, 2018	Clinical, Community, and Smoke-Free Housing Data due for Q4 of FY18	Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data
August 15, 2018	Submit Quarterly Expense Report for Q4 of FY18 (QER4)	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail.

CLOSE OUT DELIVERABLES

September 28, 2018	Submit Final Expense Report for all fiscal years	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail. NOTE: You may submit your Final Expense Report earlier than 9/28 if it is complete before that date. DPH will provide the required template.
September 28, 2018	Submit Capital Expense Inventory for the entire PWTF project period	Provide to DPH via e-mail to the Technical Advisor and Operations Manager or upload to SharePoint. If uploaded to SharePoint, please alert the Technical Advisor and Operations Manager via e-mail. NOTE: you may submit the Capital Expense Inventory earlier than 9/28 if it is complete before that date. DPH will provide the required template.
September 28, 2018	Submit a final narrative progress report for FY18	Complete the final narrative progress report template and upload to SharePoint. Notify the Technical Advisory when it is uploaded. NOTE: you may submit the final narrative progress

		report earlier than 9/28 if it is complete before that date.
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Recurring Deliverables:

- Participate in scheduled site visit(s) and calls with DPH PWTF team, as requested. An annual fiscal site visit is planned for each partnership.
- Participate in any technical assistance meetings and/or training as available. Frequency will be more limited than previous years but DPH may offer continued technical assistance as feasible. We expect to hold meetings for Coordinating Partners, as needed.
- Email all data submissions to Amy Bettano (via standard email or secure email as appropriate) as outlined by the evaluation team in the data submission schedule. For sites concluding PWTF interventions before the end of the quarter, please obtain and submit the data that is available for that quarter.

SCOPE OF WORK

COORDINATING PARTNER

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

Administrative Responsibilities

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

- Abide by the guidelines specified in the fiscal manual.
- Lead the fiscal implementation of the project and oversee the work of each subcontractor (partners and non-partners).
- Fiscal responsibilities include, but are not limited to:
 - Create and sign contracts with all subcontractors within 30 days of new contract cycle. You must notify DPH if this requirement cannot be met.
 - Establish invoice and payment processes which – at a minimum – comply with standard practices of Coordinating Partner agency. Share guidelines with subcontractors, and ensure that subcontractors are in compliance with guidelines.
 - Ensure all funds released to subcontractors are properly utilized in support of approved PWTF activities. This may be achieved by requiring partners to include backup documentation supporting the charges on their monthly invoices and/or conducting annual fiscal site visits to review supporting documentation.
 - Process payments no later than 30 days from receipt of fully completed form or invoice. If you cannot issue payment within this timeframe, you must notify both DPH and the subcontractor in advance, and provide an action plan.
 - Submit Quarterly Expenditure Reports; refer to the calendar above for deadlines.
 - Reconcile all accounts at the conclusion of the fiscal year. Unspent funds must be returned to DPH at the end of the project.
- Budget reallocation which exceeds \$15,000.00 requires approval from DPH. Budget changes \$15,000.00 or less can be reallocated to approved Work Plan activities without PWTF approval. An updated budget must be emailed to your assigned Technical Advisor and Operations Manager as soon as the budget is revised to ensure the PWTF always maintains a copy of your most recent budget. Budget revision requests must be made when a staff person is added or leaves a position, a partner is added or removed from the partnership, a budget line item is deleted, and/or a budget line is exceeded as described in the fiscal manual.
- Partnerships are not obligated to continue all interventions for the whole contract period ending June 30, 2018. Interventions can end earlier depending on available resources. Partnerships must communicate end date of each intervention 30 days in advance of an intervention ending.

Payments:

Payments will only be released upon request and demonstration of need with an updated QER.

In addition, payments may be tied to approval of deliverables and adherence to contract conditions. Payment vouchers (PV) will be saved on the partnership SharePoint page in the "DPH Deliverables/PV" folder.

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

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

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

Communication & Administrative Obligations with DPH

Administration:

- Ensure bylaws and/or partnership organizational requirements are implemented and revised, as needed.
- Seek prior written approval from DPH before eliminating organizations from the partnership.
- Seek prior written approval from DPH before eliminating conditions or interventions not yet approved via the FY18 contracting process.
- Provide immediate notification to DPH of changes to the primary point of contact.
- Deliverables shall be uploaded by the deadline, maintained, and updated as needed on the DPH Deliverables folder in the partnership SharePoint page unless you have received approval from DPH to send via email.
- Some interventions may require use of statewide contracts. This may require a direct contract between the Coordinating Partner and the statewide vendor.

Communications:

- Respond to DPH communication within 48 hours of receipt.
- Acknowledge PWTF as a funding source on all project-related materials, both in writing and by using the PWTF logo. You may use the general PWTF logo or the partnership-specific logo which DPH created (posted to each partnership SharePoint site), and you may co-brand with your

organization's logo. A sample attribution statement is "The XXXXXXX Program is funded by the Prevention and Wellness Trust Fund through the Massachusetts Department of Public Health." Partnerships may also chose to name all participating partner organizations in the attribution statement.

- For any publications related to PWTF, acknowledge PWTF as a funding source with the following statement, "The XXXXXXX Program is funded by the Prevention and Wellness Trust Fund through the Massachusetts Department of Public Health. The views and opinions in this publication do not necessarily reflect the views and opinions of the Massachusetts Department of Public Health."
- Implement sustainability plan with minimal support from DPH.

DPH Support to Coordinating Partners:

- If continued by DPH, add all Coordinating Partners to the weekly update distribution list. Coordinating Partners are responsible for distributing the update to all members of the partnership.
- Distribute weekly update, if feasible.
- When possible, assist and provide guidance to the Coordinating Partner in establishing contracts and budget expectations with statewide vendors.
- As feasible, schedule calls, meetings, and webinars; provide opportunities for Coordinating Partner networking and brainstorming; and provide technical support for Coordinating Partner administrative responsibilities.
- Provide additional support or expertise, as needed and as feasible, to facilitate partnership success.
- Minimal support to partnerships with implementation of sustainability plan.

Partner Organizations

Partnership Infrastructure:

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

Quality Improvement:

- Update and maintain an algorithm and work plan or scope of work for each health condition.
- As needed, develop strategies to meet the charter goals for each condition.
- Conduct periodic analysis of data (EMR or chart audit data, CBO data, data reports, etc.) to track progress toward charter goals and evaluate opportunities for improvement.
- Participate in any technical assistance meetings and/or training as requested. Frequency will be more limited than previous years but DPH may offer continued technical assistance as feasible.

Evaluation:

- Partner organizations must participate in collecting qualitative and quantitative data for evaluation activities. These data will be collected by DPH.
- Implement a plan for ongoing assessment of data quality.
- On a quarterly basis, submit encounter-level data from all clinical sites, or client-level data from community sites, or aggregate data from all clinical and community sites which are not sending encounter-level data. The data must be submitted in a format approved by the DPH evaluation team. Refer to the list above and communication from DPH for submission deadlines.
- Sites must continue to report on interventions funded by PWTF; for sites concluding PWTF interventions before the end of the quarter, sites must submit the data that is available for that quarter.
- Complete any PWTF evaluation surveys.
- IT lead at participating clinical organizations to develop and maintain a project timeline that includes their EMR vendor or additional IT staff as necessary, to: support data extraction for clinical quality improvement work, modification for interventions and clinical decision supports, or data fields for e-Referral implementation.

e-Referral & Linkages:

- Establish or maintain MOUs between current and planned e-Referral participating clinical/CBO dyads.
- Identify a resource to train clinical users on using the e-Referral system.
- Identify a clinical champion to engage providers on an ongoing basis; develop a provider/care team engagement plan.
- Establish and maintain at least one current e-Referral linkage between a clinical site and community based organization (CBO).
- Ensure that individuals requested by DPH are in attendance for specific meetings.
- All new CBO users must participate in e-Referral Gateway training provided by DPH.
- Maintain updated e-Referral workflows on SharePoint.
- Participate in and support DPH efforts to increase referral volume across existing connections approved for FY18.

SUPPORT AND TECHNICAL ASSISTANCE FROM DPH FOR ALL PARTNERS

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

General Partnership Support:

- Add tools and resources to PWTF SharePoint page.
- Provide technical assistance to Coordinating Partners on contract compliance, fiscal management, and general partnership support.
- Provide limited technical assistance to partnership teams on intervention implementation and QI.
- Review and provide written feedback on budgets, progress reports, and other deliverables.
- Facilitate the sharing among grantees of best practices and processes and lessons learned, as possible.

Technical Support for Evaluation, Linkages & e-Referral

- Develop and disseminate data collection tools for all grantees.
- Share ongoing data reports with grantees on a regular basis as feasible.

Additional Terms for Barnstable Partnership:

The Barnstable partnership's Harbor Community Health Center, Hyannis clinical partner must ensure the clinical team adheres to the revised Home Blood Pressure Monitoring Program protocol approved by DPH in May 2017 that is aligned with the evidence-base for self-monitored blood pressure protocols.

PWTF partnerships offering YMCA memberships as a completion incentive for PWTF interventions must comply with the "Guidance on YMCA membership assistance for PWTF clients" issued by DPH on July 2016 and updated on October 27, 2017. It is posted on SharePoint here: <https://mawellness.sharepoint.com/sites/PWTF/Intervention%20Support/Forms/AllItems.aspx?viewpath=%2Fsites%2FPWTF%2FIntervention%20Support%2FForms%2FAllItems%2Easpx&id=%2Fsites%2FPWTF%2FIntervention%20Support%2FGeneral%20Resources%2FYMCA%20Membershi p%20guidance>. Please note that membership assistance may only be offered to individual PWTF clients. PWTF will not subsidize membership assistance for couples or families.

AGENDA ITEM 8i

Authorizing the transfer of investor membership interest in Conwell Street LLC, a Barnstable County HOME funded development to Edward Malone

**Consent Certificate
of
Barnstable County acting by and through the Barnstable County Commissioners**

Re: Transfer of investor membership interest in Conwell Street LLC

Ladies and Gentlemen:

Reference is made to the loan in the original principal amount of \$200,000 (the "Loan") made by Barnstable County acting by and through the Cape Cod Commission (the "Lender") to Conwell Street LLC (the "Company"), pursuant to that certain Loan Agreement by and between the Lender and the Company, dated May 2, 2002 (the "Loan Agreement"), in connection with the development, construction and operation of 18 units of low-income housing, and parking and other facilities ancillary to the housing units located at 32 Conwell Street, Provincetown, Barnstable County, Massachusetts, as more fully described in Exhibit A to the Mortgage defined below (the "Property"). The Loan is evidenced by that certain Promissory Note (the "Note") dated May 2, 2002 and secured by that certain Mortgage, Security Agreement and Conditional Assignment of Leases and Rents on the Property (the "Mortgage") made by the Company to the Lender, dated May 2, 2002 and recorded with the Barnstable County Registry of Deeds in Book, 15185, Page 288. The Loan Agreement, the Note, and the Mortgage, together with all other documents evidencing, securing, or otherwise delivered to the undersigned in connection with the Loan, are referred to, collectively, as the "Loan Documents."

The undersigned understands (i) that Massachusetts Housing Equity Fund 2001 LLC, Series F LLC, the Investor Member of the Company, wishes to transfer its entire right, title and interest in the Company to Edward Malone (the "Transfer") as of December 31, 2017 (the "Effective Date") and (ii) that the Company has requested its consent to such Transfer. The undersigned further understands and agrees that the Company, the Managing Member of the Company and other lenders may rely on this certificate in connection with the Transfer.

NOW THEREFORE, for valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies and agrees that, notwithstanding anything to the contrary in the Loan Documents, as of the Effective Date, the undersigned consents to the Transfer and to the execution of all documents necessary to effectuate the Transfer.

[Signature Page to Follow]

Executed under seal as of the Effective Date.

**BARNSTABLE COUNTY ACTING BY
AND THROUGH THE BARNSTABLE
COUNTY COMMISSIONERS**

By: _____

Name:

Title:

By: _____

Name:

Title:

By: _____

Name:

Title: