

BOARD PACKET

08/01/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of July 25, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Authorizing the execution and presentation of Certificates of Recognition to agencies and volunteer organizations for supporting regional sheltering efforts during the March 2018 nor'easters (NO DOCUMENTS)

AGENDA ITEM 6b

Presentation from Sean O'Brien, Health and Environment Department Director, regarding the County Water Quality Laboratory renovations, and the County Community Septic Management Loan Program (NO DOCUMENTS)

AGENDA ITEM 6c

Presentation from Bethany Traverse, Environmental Project Assistant, Department of Health and Environment regarding the County Bathing Beach Water Quality Monitoring Program (NO DOCUMENTS)

AGENDA ITEM 8a

Authorizing the execution of a Memorandum of Agreement between the County of Barnstable and Service Employees International Union (SEIU) Local 888, the Barnstable County Facilities Union, for the period of July 1, 2018 through June 30, 2021 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the execution of a contract for a grant from the Massachusetts Association of Health Boards (MAHB) to the Health and Environment Department, in the amount of \$140,471.00, for a period through June 30, 2019 for Public Health Emergency Preparedness (PHEP)

**The Massachusetts Association of Health Boards (MAHB)
Agreement for Services
Public Health Emergency Preparedness Programming**

This Agreement, effective as of _____, is by and between the Massachusetts Association of Health Boards (doing business at 56 Taunton St., Plainville MA 02762), hereinafter called MAHB and Barnstable County – Cape Cod and the Islands-Public Health Emergency Preparedness Coalition hereinafter called the “Subcontractor”.

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and

Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP1.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is July 1, 2018 through June 30, 2019. (BP1) This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from DPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor's payments will be disbursed in five allotments upon receipt of funds from DPH. Payments one through four will be consistent with the funding allocated in each quarter of the BP1 approved budget. The final payment will be based on projected year end expenses. Any unused funds must be returned to MAHB within 20 days of the contract agreement end date of June 30, 2019. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP1, and must be obligated by June 30, 2019.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed \$140,471.00. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget Period 1 for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: Barnstable County – Cape Cod and the Islands – Public Health Emergency Preparedness Coalition

_____ Date _____
Title County Commissioners

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:



Marcia Benes, Executive Director Date _____

Region 5 HMCC
ADDENDUM TO AGREEMENT FOR SERVICES - : Barnstable County – Cape Cod and the Islands – Public
Health Emergency Preparedness Coalition
Attachment A

1. Subcontractor agrees to submit quarterly expense reports and proof of completed deliverables to MAHB by the following dates:
 - Quarter 1 – October 2, 2018
 - Quarter 2 – January 1, 2019
 - Quarter 3 – April 2, 2019
 - Quarter 4 – July 5, 2019

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to submit a budget for any funds given directly to a community (a.k.a. mini-grants) to MAHB before approving a community’s proposal. For any item that was not approved by MDPH as part of the budget approval process, the subcontractor agrees to submit a “Sponsoring Organization/Host Agent Equipment Purchase Request Form” to MAHB before making the purchase.
3. Amendment requests, if necessary, are due to MAHB by the following dates:
 - 1st Budget Modification: August 18, 2018
 - 2nd Budget Modification: November 17, 2018
 - 3rd and Final Budget Modification: February 9, 2019
4. Subcontractor agrees to limit indirect expenses to no more than 15% of its total annual allocation.
5. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
6. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.
7. Subcontractor will submit a “Fixed Asset Report” to MAHB by June 15, 2019. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Management Manual for Budget Period 1 for the definition of “fixed asset.”

8. If the subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
 - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
 - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
 - iii. A scope of work tied to the subcontractor's work plan.
- Subcontractor will submit to MAHB a "Subcontractor Identification Form," resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

Print Name

Title

Leo Cakounes, Mary Pat Flynn, Ronald Beaty

County Commissioners

AGENDA ITEM 8c

Authorizing the creation of a new fund for State Fiscal Year (SFY) 2019 funding for a grant from the MAHB to the Health and Environment Department, in the amount of \$140,471.00, for a period through June 30, 2019 for PHEP activities



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427

Barnstable, MA 02630

Quan Tobey

(508) 375-6965 phone



DATE: July 25, 2018

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New fund memo for Public Health Emergency Preparedness (PHEP) contract with Massachusetts Association of Health Boards (MAHB) for SFY19

Barnstable County and the Health & Environment Department has received a contract from MAHB to support the PHEP program in SFY19. Funding received will be used to support staff with expenses for travel, supplies, trainings and contractual services. Salary and fringes for MRC staff will also be covered under this contract. Whereas the origin of this funding is federal, a new fund in the appropriate 2800 range is necessary. Additionally, a new fund will allow for the separation of funds across fiscal years allowing for more effective tracking and reporting.

Please sign below so the Finance Department may establish a new fund for this contract.

Respectfully submitted,

Quan Tobey

Leo G. Cakounes
Chair

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
Vice-Chair

Date

AGENDA ITEM 8d

Authorizing the creation of a new fund for SFY 2019 funding for a grant from the MAHB to the Health and Environment Department, in the amount of \$14,219.38, for a period through June 30, 2019 to support the Cape Cod Medical Reserve Corps



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427

Barnstable, MA 02630

Quan Tobey

(508) 375-6965 phone



DATE: July 25, 2018

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New fund memo for Cape Cod Medical Reserve Corps (MRC) contract with Massachusetts Association of Health Boards (MAHB) for SFY19

Barnstable County and the Health & Environment Department has received a contract from MAHB to support the Cape Cod MRC in SFY19. Funding received will be used to support the MRC with funding for travel, supplies, trainings and contractual services. Whereas the origin of this funding is federal, a new fund in the appropriate 2800 range is necessary. Additionally, a new fund will allow for the separation of funds across fiscal years allowing for more effective tracking and reporting.

Please sign below so the Finance Department may establish a new fund for this contract.

Respectfully submitted,

Quan Tobey

Leo G. Cakounes
Chair

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
Vice-Chair

Date

**The Massachusetts Association of Health Boards (MAHB)
Agreement for Services
Cape Cod Medical Reserve Corp.**

This Agreement, effective as of _____, is by and between the Massachusetts Association of Health Boards (doing business at 56 Taunton St., Plainville MA 02762), hereinafter called MAHB and the Cape Cod Medical Reserve Corp (MRC) hereinafter called the "Subcontractor".

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and

Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Massachusetts Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health (MDPH) and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP1X.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is completed June 30, 2018. (BP1X). This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from MDPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor's payments will be disbursed in 4 allotments upon receipt of funds from MDPH. Payments 1-3 will each be one quarter of the BP1X approved budget. Payment 4 will be determined after a review of year-to-date spending and projected year end expenses, including a final modification, to reduce the potential for reversions. Any unused funds must be returned to MAHB within 45 days of the contract agreement end date of June 30, 2019. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP1X, and must be obligated by June 30, 2019.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed \$14,219.38. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget Period 1 for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

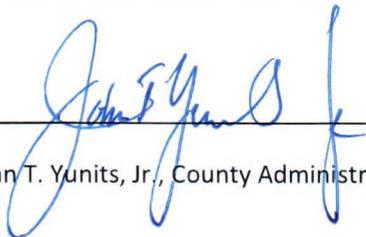
The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: Cape Cod MRC



John T. Yunits, Jr., County Administrator

Date 7.24.18

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:

Marcia Benes, Executive Director

Date _____

Region 5 HMCC
ADDENDUM TO AGREEMENT FOR SERVICES - : Cape Cod MRC
Attachment A

1. Subcontractor agrees to submit quarterly expense reports and proof of completed deliverables to MAHB by the following dates:
 - Quarter 1 – October 15, 2018
 - Quarter 2 – January 15, 2019
 - Quarter 3 – April 15, 2019
 - Quarter 4 – July 15, 2019

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to submit a budget for any funds given directly to a community (a.k.a. mini-grants) to MAHB before approving a community's proposal. For any item that was not approved by MDPH as part of the budget approval process, the subcontractor agrees to submit a "Sponsoring Organization/Host Agent Equipment Purchase Request Form" to MAHB before making the purchase.
3. Amendment requests, if necessary, are due to MAHB by the following dates:
 - 1st Budget Modification: August 15, 2018
 - 2nd Budget Modification: November 18, 2018
 - 3rd Budget Modification: February 15, 2019
 - 4th and Final Budget Modification: May 1, 2019
4. Subcontractor agrees to limit indirect expenses up to, but not more than, 15% of the award.
5. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
6. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.
7. Subcontractor will submit a "Fixed Asset Report" to MAHB by June 30, 2019. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Management Manual for Budget Period 1X for the definition of "fixed asset."

8. If the subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
 - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
 - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
 - iii. A scope of work tied to the subcontractor's work plan.
- Subcontractor will submit to MAHB a "Subcontractor Identification Form," resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date



7.24.18

Print Name

Title

John T. Yunits, Jr.

County Administrator

AGENDA ITEM 8e

Authorizing the execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)