

# AGENDA PACKET

12/05/18 REGULAR MEETING

## DOCUMENT LIST

### Agenda Item 5a:

- No documents

### Agenda Item 6a:

- Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts, prepared by Crane Associates, Inc. and Economic Policy Resources (EPR), Burlington Vermont dated June 30, 2017

### Agenda Item 6b:

- No documents

### Agenda Item 8a

- Memo dated November 30, 2018 to the County Commissioners from Quan Tobey regarding a New Fund Memo for Good Samaritan Law 911 Grant
- Grant Agreement between Bank of America through the Cornerstone Charitable Foundation and Barnstable County, in the amount of \$10,000.00, for the period of October 31, 2018 through October 31, 2019, for 911 Good Samaritan Law Video and Printed Material

### Agenda Item 8b

- Standard Contract between the County of Barnstable and the Massachusetts Executive Office of Health & Human Services for a grant to the Barnstable County Human Services Department, in the amount of \$465,682.00, for a period through June 30, 2020, to implement a homeless youth program

### Agenda Item 8c:

- Memorandum dated November 20, 2018 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments recorded as: Document No. 876754, Lot 10, Plan 11963-J, Certificate of Title No. 165734; Document No. 894488, Lot 527, Plan 6139-S, Sh 4, Certificate of Title No. 167348; Document No. 918963, Unit 21, Plan 25929-D-2, Certificate of Title No. C2-21; Registry District of the Land Court and; Book 4860, Page 189; Book

16724, Page 182; Book 21015, Page 240; Barnstable County Registry of Deeds

Agenda Item 11:

- No documents

# AGENDA ITEM 6a

Discussion on 2020 Cape Cod Regional Transportation Plan (RTP) Development, including population projections prepared by the Massachusetts Department of Transportation along with an alternate population projection developed as part of a recent Regional Housing Market Analysis for Cape Cod

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CAPE COD  
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September 11, 2017

### Memorandum

TO: Distribution

FM: Heather B. Harper, Cape Cod Commission, Community Design/Affordable Housing Specialist

RE: Release of Report: ***Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts***, prepared by Crane Associates, Inc. and Economic Policy Resources (EPR), Burlington Vermont.

### Definitions, Data and Guidance on how to use this report

The ***Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts***, prepared by Crane Associates, Inc. and Economic Policy Resources (EPR), Burlington Vermont was supported by the Cape Cod Commission staff and a review panel of local and regional advisors. The review panel had representation from the banking and homebuilding industries, human services, young professionals, the Cape's aging population/gerontologists, expert economic and demographic analysts and local and regional public policy leadership. We are grateful for their time and dedication.

Jan Mutchler, PhD

Professor, Department of Gerontology, McCormack Graduate School of Policy and Global Studies, and Director, Center for Social and Demographic Research on Aging, Gerontology Institute at the University of Massachusetts Boston

Michael Goodman, PhD

Professor of Public Policy, Executive Director of the Public Policy Center, and Acting Chair of the Department of Public Policy at the University of Massachusetts Dartmouth.

Matthew Teague, President

REEF Cape Cod's Home Builder  
Home Builders & Remodelers Association of Cape Cod, Inc.

Robert Talerman

First Executive Vice President and Executive Lending Officer, Cape Cod Five Cents Savings Bank

Anne Van Vleck

Director of Development Housing Assistance Corporation, Former Executive Director  
Cape Cod Young Professionals,

Elizabeth Albert,

Director, Barnstable County Human Services

.

Susan "Su" Moran, Esq.

Business Lawyer, Realtor, Board of Selectmen Falmouth, Cape Selectmen & Councilors Association, Cape Cod Economic Development Council, Barnstable County Assembly of Delegates

Michelle Jarusiewicz,

Community Housing Specialist & Grant Admin  
Town of Provincetown

We are most appreciative of the of detailed data collection, analysis and recommendation provided by Crane Associates Inc., and EPR. This report serves as the start of our research on how expected demographic changes influence the Cape Cod housing market. Readers should take time to digest the report, data and analysis. The data provides the foundation for updating the Regional Policy Plan.

Over the next several months, the Commission staff will issue briefs covering different areas of the report. These will take closer looks at the economic and demographic forecast, income sources, and seasonal and year-round ownership patterns, among others. The data is explored on a town-by-town basis, and requires a nuanced approach to its interpretation on housing market constraints and opportunities. Commission staff is available to help communities use this data to support local and regional housing supply strategies.

The accompanying definitions require special attention, as the analysis uses terms and concepts differently from standard HUD definitions. The authors took a deep look at the overall economy and housing market and utilized a variety of data sources to develop economic and demographic forecasts specific to this study. The nexus between a broad set of drivers – the macroeconomy, migration patterns and the housing market – were considered.

The Crane/EPR methodology is appropriate to support the study of regional and local housing supply for a ***long-term planning horizon***. Users need to carefully evaluate and understand the methodology when using this study and its underlying data for other purposes.

*Enc. Report Definitions; Data Table Summary*

**Definitions Page - As they relate to the *Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, MA*, prepared by Crane Associates, Inc., and Economic and Policy Resources, Inc.**

**Affordability Gap - Units:** The difference between the number of housing units demanded and the number of housing units supplied for a given housing type (by tenure) for a given time period (typically a “year”).

**Affordable Housing:** Housing in which the household is not housing cost stressed according to the definition of housing cost stressed households from the U.S. Department of Housing and Urban Development (“HUD”). HUD defines housing cost stressed households as those paying more than 30 percent of its household income for gross housing costs including utilities (Source: U.S. Department of Housing and Urban Development).

**Cumulative Demand:** Aggregation of housing unit demand by tenure (owner or renter), geographical unit (e.g. town-municipality, county) and time period.

**Employment (Jobs):** Paid full- and part-time wage and salaried workers and sole proprietors (self-employed), recorded by place of business where the job/employment opportunity is located (Basic Data Source: Bureau of Economic Analysis of the U.S. Department of Commerce).

**Housing Demand:** A market concept relating to the type (e.g. owner or renter) and number of housing units that resident households will choose to occupy based on ability to pay and preference of living situation.

**Housing Supply:** A market concept relating to the type (e.g. owner or renter) and number of housing units made available for occupancy in the current housing inventory (or housing unit stock) and prospectively via newly built (i.e., starts and completions), as adjusted for unit losses from demolitions or other destruction (such as from fire and/or floods and other natural disasters).

**Housing Unit:** A house, an apartment, a mobile home or trailer, a group of rooms or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which occupants live separately from other individuals in the building and which have direct access from outside the building or through a common hall (Basic Data Source: U.S. Bureau of the Census).

**Median Household Income:** Household income is the combined gross income of all the members 15 years and older living in a housing unit regardless of tenure (owner or renter). Median household income divides household income distribution in a geographic area (e.g., town, city, county, state) into two equal groups, one having household incomes above the median and the other having household incomes below the median (Basic Data Source: U.S. Bureau of the Census).

**Owner-Occupied Housing Unit:** A year-round housing unit is owner occupied if the owner or co-owner lives in the unit even if it is mortgaged or not fully paid for (Basic Data Source: U.S. Bureau of the Census).

**Renter-Occupied Housing Unit:** A year-round housing unit that is not owner-occupied, whether rented for cash rent or occupied without payment of cash rent (Basic Data Source: U.S. Bureau of the Census).

**Seasonal Housing Unit:** A housing unit occupied for less than 12 months annually and does not serve as a primary living space.

**Tenure:** The financial arrangements under which someone has the right to live in a house or apartment (owner or renter).

## Brief summary of Data Tables provided by Crane/EPR in support of the 2017 Housing Market Analysis

**2015 Affordability Gap Tables** –This is a comprehensive set of tables representing the culmination of the demographic and economic forecast and establishment of household growth for the region. The tables include tabs for Barnstable County, each subregion of Cape Cod and for each town showing incomes, affordable home and rental values, estimated unit demand; estimated supply and affordability gap (in units) in 2015. (prepared by Crane/EPR, see report methodology and sources)

- [Affordability Gap Tables 2015\\_\(cumulative demand & supply\)\\_v.1.0 \(Hard Cell Only\).xlsx](#)

**2025 Affordability Gap Tables** –This is a comprehensive set of tables representing the culmination of the demographic and economic forecast for 2025 and establishment of household growth for the region. The tables include tabs for Barnstable County, each subregion of Cape Cod and for each town showing incomes, affordable home and rental values, estimated unit demand; estimated supply and affordability gap (in units) **projected** in 2025. (prepared by Crane/EPR, see report for methodology and sources)

- [Affordability Gap Tables 2025 6.12.17 \(Hard Cell Only\).xlsx](#)

**Barnstable Co. Affordability Calcs\_Owners 2015** - These tables provide the details associated with establishing the maximum affordable ownership value such as Monthly Income, Monthly Tax, Insurance, Utility and Mortgage payments, for all wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable House Price in 2015** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and sources)

- [Barnstable Co Affordability Calcs\\_Owners 2015 05.26.2017 v2 Hard Cell Only.xlsx](#)

**Barnstable Co. Affordability Calcs\_Owners 2020** - These tables provide the details associated with establishing the projected maximum affordable ownership value such as Monthly Income, Monthly Tax, Insurance, Utility and Mortgage payments, for all wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable House Price in 2020** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and sources)

- [Barnstable Co Affordability Calcs\\_Owners 2020 RecalFinal\\_05.12.2017v.3 Hard Cell Only.xlsx](#)

**Barnstable Co. Affordability Calcs\_Owners 2025** - These tables provide the details associated with establishing the projected maximum affordable ownership value such as Monthly Income, Monthly Tax, Insurance, Utility and Mortgage payments, for all wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable House Price in 2025** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and sources)

- [Barnstable Co Affordability Calcs\\_Owners 2025 RecalFinal\\_05.12.2017v.3 Hard Cell Only.xlsx](#)

**Barnstable Co. Affordability Calcs\_Renters 2015** - These tables provide the details associated with establishing the maximum affordable rental rate such as Monthly Income, Utility and rental rates for all

wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable Annual Rental rate in 2015** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and for sources)

- [Barnstable County Affordability Calculations Renters 6.5.2017 Hard Cell Only \(2015\).xlsx](#)

**Barnstable Co. Affordability Calcs\_Renters 2020** - These tables provide the details associated with establishing the projected maximum affordable monthly rental rate such as Monthly Income, Utility and rental rates for all wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable Annual Rental rate in 2020** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and sources)

- [Barnstable County Affordability Calculations Renters 6.5.2017 Hard Cell Only \(2020\).xlsx](#)

**Barnstable Co. Affordability Calcs\_Renters 2025** - These tables provide the details associated with establishing the projected maximum affordable monthly rental rate such as Monthly Income, Utility and rental rates for all wage ranges (50%,80%, 100% and 120%) of Median Household Income (please see definitions page) attributable to an **Affordable Annual Rental rate in 2025** for the same wage ranges. Data is available in separate tabs for Barnstable County, each sub-region of Cape Cod and every town. (prepared by Crane/EPR, see report for methodology and sources)

- [Barnstable County Affordability Calculations Renters 6.5.2017 Hard Cell Only \(2025\).xlsx](#)

**CES Utilities-** Calculations of Monthly Utility cost for each Town, Barnstable County and each sub-region of Cape Cod. (prepared by Crane/EPR, see report for methodology and sources)

- [CES Utilities Hard Cell Only.xlsx](#)

**Final Forecast Employment** – Provides total jobs count from 1980-2015 and jobs projected by Crane/EPR from 2016-2025 for Barnstable County with separate tabs for each town and each sub-region of Cape Cod. (prepared by Crane/EPR, see report appendix for methodology and sources)

- [FinalForecast.Employment041717.xlsx](#)

**Final Forecasts Households-** The Demographic and Economic Analysis prepared by Crane/EPR and Associates to develop household forecasts for each year from **2015-2025**. This data is available in separate tabs for Barnstable County, each Cape Cod sub-region and every town and provides household formation rates back to 1990. (prepared by Crane/EPR, see report appendix for methodology and sources)

- [Final Forecast.Households 04.17.2017.xlsx](#)

**Final Revised Population Forecast** - Provides total population from 1980-2015 and population projected by Crane/EPR from 2016-2025 for Barnstable County with separate tabs for each town and sub-region. Forecast was revised to reflected updated Census data) (prepared by Crane/EPR, see report appendix for methodology and sources)

- [FINAL Revised Municipal Draft Population Forecast 4.24.17 Hard Cell Data.xlsx](#)

**HH Income Forecast** – Household Income Forecast prepared by Crane/EPR 2015-2025 for Barnstable County, each Cape Cod sub-region and every Town in Barnstable County. (prepared by Crane/EPR, see report appendix for methodology and sources)

- [HH Income Forecast 5.4.17 Hard Cell Data.xlsx](#)

**Median Income Hard Cell Data** – Provides the estimated median household income for each wage category and range (50%,805, 100% and 120% of Median Household Income) and the number of units needed for each range. (prepared by Crane/EPR, see report for methodology and sources)

- [Median Income Hard Cell Data.xlsx](#)

**Owners Utilities**- Calculations of Monthly utility expense for owners in each Town, Barnstable County and each Cape Cod sub-region. (prepared by Crane/EPR, see report methodology and for sources)

- [Owners Utilities Hard Cell Only.xlsx](#)

**Renters Utilities**- Calculations of Monthly utility expense for owners in each Town, Barnstable County and each Cape Cod sub-region. (prepared by Crane/EPR, see report for methodology and sources)

- [Renters Utilities Hard Cell Only.xlsx](#)

**Revised Final Detailed Tables – Housing Unit Demand**- A comprehensive summary of the Total Housing units by type and tenure including second homes and projected household formation from 1990-2014 and including forecast Household Formation and Housing Unit Demand prepared by Crane/EPR for 2015-2025. (prepared by Crane/EPR please see report for methodology and sources)

[REVISED Final-Detailed Tables-Housing Unit Demand 5.01.17 Hard Cell Data.xlsx](#)

**Tenure by Income with Town Tabs** - Housing Tenure (owner or renter) by income from 2009-2015; available for every town, Cape Cod sub-region and Barnstable County. (prepared by Crane/EPR, see report for methodology and sources)

- [Tenure By Income With Town Tabs Hard Cell Data.xlsx](#)

**Town Tax Rate Summary** - 2001-2017 Tax Rates for all towns including residential, commercial, personal property taxes and water districts. (prepared by Crane/EPR, see report appendix for methodology and sources)

- [Town Tax Rate Summary Hard Cell.xlsx](#)

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# REGIONAL HOUSING MARKET ANALYSIS AND 10-YEAR FORECAST OF HOUSING SUPPLY AND DEMAND

## BARNSTABLE COUNTY, MASSACHUSETTS

JUNE 30<sup>TH</sup> 2017



Submitted to  
Barnstable County  
and the  
Cape Cod Commission



Prepared by



Burlington Vermont  
[www.craneassociates.us](http://www.craneassociates.us)

## ACKNOWLEDGEMENTS

A Peer Review committee was established to provide professional critique, guidance, and insights on local-level information. Their contribution was invaluable to ensuring the accuracy and integrity of this report. Their volunteer participation and dedication throughout this project is gratefully appreciated.

### Peer Review Committee

**Elizabeth Albert:** Director, Barnstable County Human Services

**Michael Goodman, PhD:** Executive Director of the Public Policy Center, and Acting Chair of the Department of Public Policy at the University of Massachusetts Dartmouth

**Michelle Jarusiewicz:** Community Housing Specialist & Grant Administrator, Town of Provincetown

**Susan “Su” Moran, Esq.:** Barnstable County Assembly of Delegates, Falmouth Board of Selectmen

**Jan Mutchler, PhD:** Professor, Gerontology Institute, Director, Center for Social and Demographic Research on Aging, Gerontology Institute at the University of Massachusetts Boston

**Robert Talerman:** First Executive Vice President and Executive Lending Officer, Cape Cod Five Cents Savings Bank

**Matthew Teague:** President, REEF Cape Cod's Home Builder, Home Builders & Remodelers Association of Cape Cod, Inc.

**Anne Van Vleck:** Executive Director, Cape Cod Young Professionals

The authors would also like to send our gratitude to all of the staff at the Cape Cod Commission. Many staff contributed to this report in a wide range of contributions including meeting logistics, policy guidance, GIS data, economic review, market data collection, liaising with local governments, stakeholder coordination, public communications, regulatory policy, and land use analysis. A special appreciation to Heather Harper, the leader of this project, is sent with sincere gratitude.

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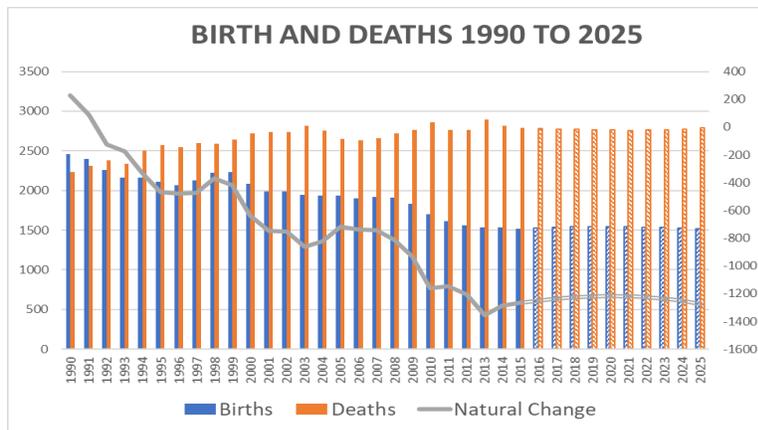
## EXECUTIVE SUMMARY

Housing on Cape Cod experienced significant changes in its composition and market demands over the last 10 years. This study analyzes these changes and helps plan for a resilient, healthy, and vibrant Cape Cod by understanding its housing status and where the housing market is likely going. Housing markets are dovetailed so tightly into the overall economy that it is debatable which one drives the other. Labor and wages dictate affordable housing prices but wages are limited by what employers can afford. Since the mid-2000s the Cape’s housing markets have been impacted by large, uncontrollable macro-economic forces including: the rise of a strong Boston metropolitan economy; the housing market crash of 2009; the retiring baby-boomers being attracted to Cape Cod’s beauty; and the Cape’s seasonal economy serving long-standing, historic traditions as a vacation destination for generations. These macro-economic forces, combined with natural resource constraints and local government growth control policies, have resulted in low prevailing wages but high demand for seasonal homes and retirement homes, and created a highly constrained housing market for residents to a level which has never been experienced. The Cape Cod Commission recognized the critical role that housing plays in a region’s economy and initiated this study to fully understand how these housing market dynamics are impacting the lives of all residents.

Planning for housing that is obtainable to all Cape Cod residents is the overall objective of this study. To meet this objective, the Commission hired the consulting team of Crane Associates, Inc and Economic and Policy Resources, Inc of Burlington Vermont in January 2017. The consultants completed: a forecast of population, households and the economy of Barnstable County to the year 2025; an inventory of housing unit supply; a forecast of housing supply and demand for the year 2025; and an affordability gap analysis.

### Forecast

The forecast is based on the underlying economy of the United States, Massachusetts and

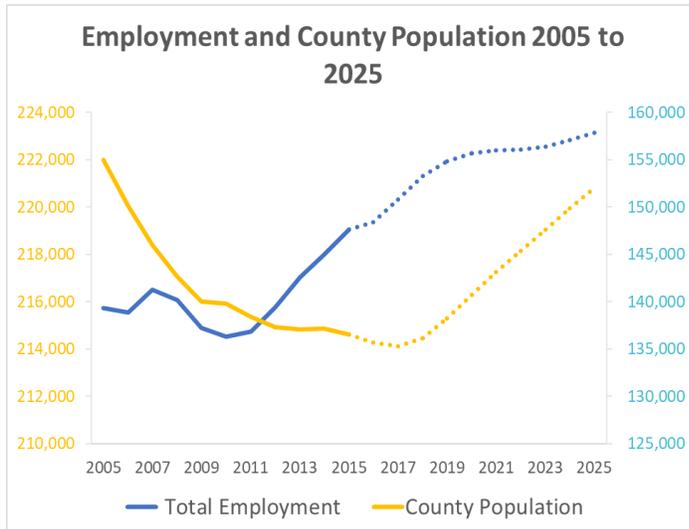


Barnstable county, which then drives assumptions on future growth in specific sectors of the economy and a demand for labor. The forecast’s net migration numbers are integrated with Barnstable’s County’s natural growth (births-deaths) to arrive at a final forecast of people and households. The forecast methodology was created specifically for Barnstable County

and arrives at conclusions that refute prevailing opinion that Cape Cod is losing people. While natural population is decreasing, overall net population will increase due to employment growth.

Cape Cod has declining natural growth. Since 1992 there have been more deaths than births every year up to today. On average, there are 1,003 more deaths each year than births since 2005.

Births and death rates are slow moving statistics, driven by natural causes and therefore they are expected to continue to decline through the forecast period (2025).



Employment on the other hand is expected to rise steadily over the forecasts period and result in a net in-migration of people. From 2005 to 2011 the county experienced a sluggish economy, and then major recession, which caused a net out-migration of people. The forecast for 2017 to 2025 is that the economy will grow slowly. Employment growth will grow stronger than the loss of natural population and the result will be a net in-migration.

Year	Upper Cape	Mid Cape	Lower Cape	Outer Cape
2016	85,703	81,904	34,023	12,646
2020	86,176	83,094	34,217	12,807
2025	87,517	85,325	34,841	13,137

In total, there will be 6,200 new people on the Cape over the next 10 years and a clear majority will be a result of employment growth and in-migration. The mid-Cape will have 55% of this growth, followed by the Upper Cape, Lower Cape and Outer Cape in that order. Seniors, those over 64 years of age, will make up 35% of the entire population. The next largest age group is the next youngest, 45 to 64 years aged cohort. Between these two cohorts, 66.7% of the entire population on the Cape will be over 45 years old.

NET POPULATION GROWTH				
Year	Upper Cape	Mid Cape	Lower Cape	Outer Cape
2020	256	1,181	84	151
2025	1,598	3,412	708	481

The population and economic forecast

forms the foundation of this entire study. It is what creates households and what causes the underlying demand for housing units. Since most of the Cape’s population has already formed independent households, the demand for new units would normally decrease. However, the declining household’s sizes (caused by deaths and smaller families) will offset slow formations of households and result in an increased demand for new units. Overall, for the next 10 years, Barnstable County’s population will increase by 3.3%; households will increase by 3.4%; employment will increase by 5.5%; and housing stock will increase by 4%

### Housing Market Analysis

Under normal market conditions, if total housing stock increases faster than household growth, there shouldn’t be a housing shortage. However, market conditions on the Cape are impacted by external forces that most housing markets don’t experience. The cost of the housing stock will be unobtainable to about half of Cape Cod’s population due to low wage growth. The affordable

hourly wage for a single owner of a median priced home on the Cape is \$38.37 or a few dollars less than \$80K/ year. The median wage for the seven most common employment sectors all fall below this amount. In a free market, like housing, price is set where supply meets demand, so an oversupply of housing stock should adjust prices downward but they don't on the Cape. This is because Cape Cod's housing market is serving much more than Cape Cod households. A majority of the 4% growth in the total housing stock will serve seasonal house buyers. Seasonal unit demand will grow by 6% or twice as fast as year-round units. It is the presence of the strong seasonal demand that makes housing unobtainable to many residents. Seasonal population in the county, when averaged over a full calendar year, is equivalent to 68,856 full-time residents and this number will steadily increase.

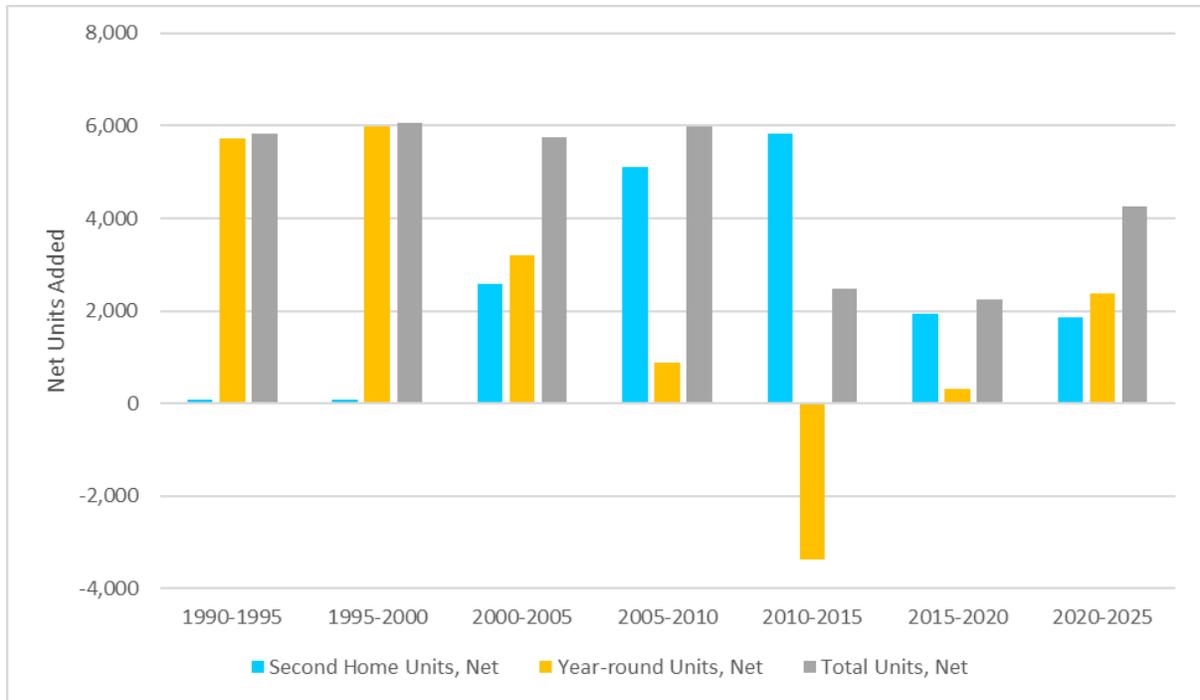
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*While second homes have been part of Cape Cod's landscape and economy for decades, the unprecedented housing crisis of 2009, created something that Cape Cod's housing market never experienced.*

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The Cape is experiencing a long-term surge in seasonal unit demand that it has never experience before. While second homes have been part of Cape Cod's landscape and economy for decades, the unprecedented housing crisis of 2009, created something that Cape Cod's housing market never experienced. The Great Recession, and subsequent recovery by households in the Boston and New York metropolitan areas, resulted in a historically large number of new seasonal unit demand, including new additions and conversions from year-round units. This shift in market dynamics occurred in a relatively short period of time, from 2010 to 2015, but will continue to have a long-lasting effect on Cape Cod's housing market for at least the next decade. The conversions in units

away from year-round units to seasonal units is illustrated by the over 3,000-unit decline in year-round units the county experienced over the 2010 to 2015 period. This in-turn creates a "market momentum" for additional seasonal unit demand that will last for an extended period of time.



Continued growth in seasonal units will likely make it more difficult for year-round households to find year-round units at affordable prices as increasing seasonal unit demand puts upward pressure on housing prices. This will constrict the supply of available units suitable for year-round residents as the year-round unit supply experiences conversions to seasonal units.

*The long history of decisions by municipalities to limit growth and to protect their natural resources should be commended because it created the Cape Cod that most people know and love. However, we must also recognize that these decisions created a seasonal economy ...*

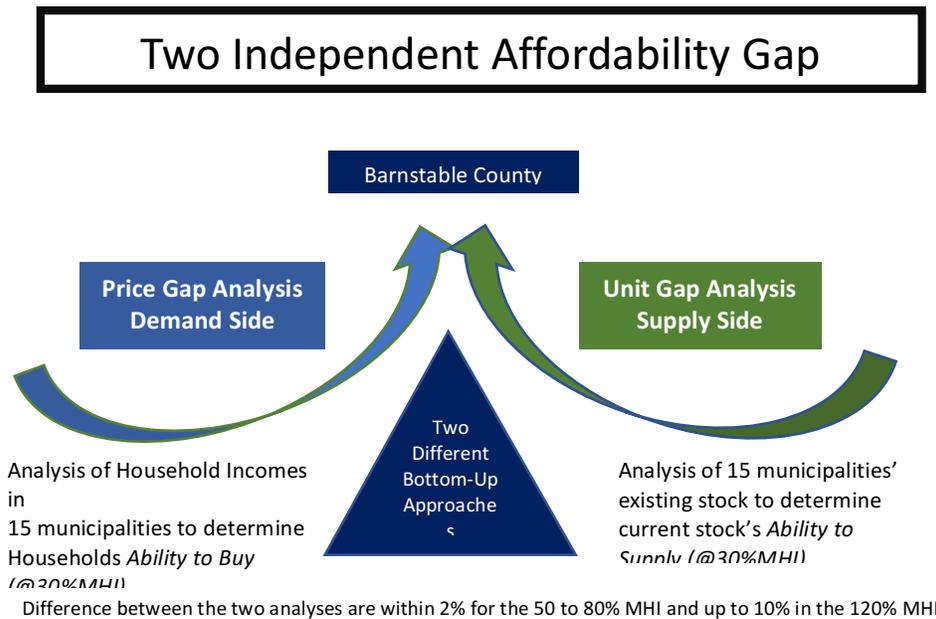
Seasonal homeowners choose to buy property on the Cape because it beautiful. Its protected natural areas, fresh air, and amazing beaches are what attracts seasonal home buyers, weekly vacationers, and retired couples. The long history of decisions by municipalities to limit growth and to protect their natural resources should be commended because it created the Cape Cod that most people know and love. However, we must also recognize that these decisions created a seasonal economy in which most jobs are seasonal leading to part time residents who do not pay property taxes which further increases municipal government’s incentive to attract more seasonal homeowners. The people on the Cape who are struggling to find year-round housing are the same people struggling to find year-round employment. Analysis of

the economy shows that 49% of all employment on the Cape is in the three economic sectors that primarily serve tourists and second home owners.

To determine the affordability of housing to Cape Cod residents of different municipalities, tenures and income levels, two bottom-up “affordability gap analyses” were completed. An affordability gap analysis will show the estimated difference between the number of housing

units demanded and the number of housing units available in the supply. Data was compiled and analyzed in two different ways—namely demand and supply. Each calculation and escalation to forecast supply and demand was also done individually for all 15 municipalities and the results of each set of calculations for each individual municipality was then summed to obtain the county total.

The analysis calculated ownership markets and renter markets to determine what was obtainable to households in four separate income categories: 50%, 80%, 100%, 120% of MHI in each of the 15 municipalities. The County numbers result from summing all the municipalities. Then an additional independent countywide analysis was used to cross check the findings.



Affordable housing means that 30% of a household's total monthly income is greater than or equal to its monthly housing costs. For ownership markets, the MMHI is about \$1,800 and their housing costs are mortgage, taxes insurance, and utilities. For renters, MMHI is \$826, which must pay for rent and utilities.

### Findings

The study estimated that, in calendar year 2015, the county had a total affordable housing unit gap of 26,364 units (including an estimated gap of 21,924 owner units and 4,441 renter units) for household income levels at or below 80% of median household income. For owner and renter units at and below 120% but above 80% of median household income, unit demand and unit supply were better balanced in the county in calendar year 2015, with a total of 7,504 more units supplied than demanded at the above 80% to 120% of median income category. This includes 6,743 units cumulatively for those two household income categories for owners and 761 rental units for those at 120% of MHI. This means that, in theory, there is an oversupply of 7,400

housing units obtainable to those households earning 100% to 120% MHI, or units priced between \$230,000 to \$400,000.

*...in theory, there is an oversupply of 7,400 housing units obtainable to those households earning 100% to 120% MHI, or units priced between \$230,000 to \$400,000.*

However, the reader should be aware that at least a portion of the 7,400 units in 2015 were obtainable (or affordable) to the 100% and 120% of median household income households but not available because they were occupied by households paying less than 30% of their household income on housing. This is likely the cause of a housing supply bottleneck at 100%-120% of median household income as households—many of whom have many housing choices versus the lower income households—were occupying units affordable at that level. This bottleneck was particularly evident in the seniors (and “empty nesters”) in the area, where seniors were still living in larger family units despite no longer needing them.

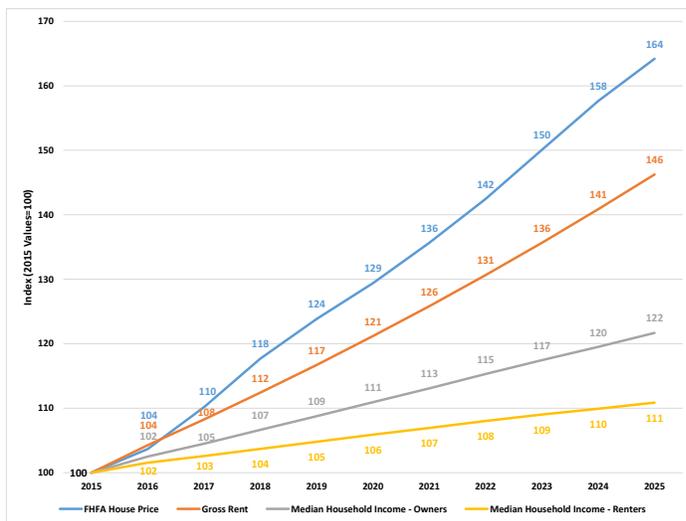
If seniors were given the option of downsizing into appropriate sized units, this option could potentially fill about one-third of the current housing gap. However, this was viewed as a challenge because there was a lack of diversity in housing units on the Cape in 2015. In other words, even those seniors that want to downsize were unable to find a more appropriate unit at an affordable price.

<b>Barnstable County-Estimated Affordable Gap for Owner Units, 2015</b>					
<b>% of Median Household Income</b>	<b>50%</b>	<b>80%</b>	<b>100%</b>	<b>120%</b>	<b>&gt;120%</b>
Income (County Average)	\$36,125	\$57,799	\$72,249	\$86,699	
Affordable Price (County Average)	\$125,043	\$212,438	\$271,473	\$330,618	
Estimated Unit Demand	17,379	12,908	8,477	7,858	32,753
Estimated Unit Supply	3,041	5,322	10,557	12,521	47,934
Affordability Gap in Units (demand minus supply)	14,338	7,586	-2,080	-4,663	
<b>Cumulative Demand</b>	<b>17,379</b>	<b>30,287</b>	<b>38,764</b>	<b>46,622</b>	<b>79,375</b>
<b>Cumulative Supply</b>	<b>3,041</b>	<b>8,363</b>	<b>18,920</b>	<b>31,441</b>	<b>79,375</b>
<b>Cumulative Gap</b>	<b>14,338</b>	<b>21,924</b>	<b>19,844</b>	<b>15,181</b>	
<b>Barnstable County-Estimated Affordable Gap for Renter Units, 2015</b>					
<b>% of Median Household Income</b>	<b>50%</b>	<b>80%</b>	<b>100%</b>	<b>120%</b>	<b>&gt;120%</b>
Income (County Average)	\$16,530	\$26,447	\$33,059	\$39,671	
Affordable Rent (County Average)	\$413	\$661	\$826	\$992	
Estimated Unit Demand	5,232	3,540	1,978	1,646	9,009
Estimated Unit Supply	2,363	1,969	1,807	2,407	12,858
Affordability Gap in Units (demand minus supply)	2,869	1,572	171	-761	
<b>Cumulative Demand</b>	<b>5,232</b>	<b>8,772</b>	<b>10,750</b>	<b>12,396</b>	<b>21,405</b>
<b>Cumulative Supply</b>	<b>2,363</b>	<b>4,332</b>	<b>6,139</b>	<b>8,546</b>	<b>21,405</b>
<b>Cumulative Gap</b>	<b>2,869</b>	<b>4,441</b>	<b>4,611</b>	<b>3,850</b>	

*Source: U.S. Census Bureau, American Community Survey; EPR*

The gap analysis was completed for each municipality and for the four sub-regions of the county. There were significant disparities between the regions with the Outer Cape experiencing the greatest housing cost stress and the Upper Cape experiencing the least. Likewise, some municipalities were facing housing stress at income levels below 50% of HMI while others were stressed at all income levels. This disparity between sub-regions only adds to the body of evidence that a regional, intermunicipal strategy is needed to address all of the county’s housing issues.

The 10-year forecast indicates that housing costs versus forecasted increases in household income within the county will worsen. The estimated gap in units that would be affordable at or below the 80% of median household income level is expected to increase. This prospective deterioration of affordability is expected to be more significant in the owner tenure category. Looking forward to calendar year 2025, it is unlikely that many of the 2,712 net year-round unit additions between calendar years 2016 and 2025 will enter the county’s housing supply at either affordable price points (for owner units) or affordable rent levels (for renter units), other than a limited known list of housing development projects currently being developed in the Upper-Cape and/or Mid-Cape regions.



The study forecasted that the trajectory of owner unit housing price points was likely to increase by an average of 5.1% per year over the calendar year 2015 to calendar year 2025 period, and affordable gross rent levels for renter units across the county estimated to increase at the rate of 3.9% per year over the same time frame, with the utilities portion increasing at a rate one-half of that at 1.5% per year. In contrast, county-wide median household income growth was forecasted to increase at a more modest 2.0% per year

(on average) for owner households over the calendar year 2015 to calendar year 2025 period, and median household income for renter households was forecasted to increase at the average annual rate of 1.0% per year in the county (on average) over the same period. As a result, this forecasted housing cost-household income disparity made it clear that housing affordability in the county was expected to erode further going forward.

The study shows that the current trajectory of trends in housing costs and income growth are likely to result in a significant increase in the total affordable housing unit gap for the county. By calendar year 2025, the study forecasted that the county would likely have a total housing unit gap of 33,597 units (including an estimated gap of 28,494 owner units and 5,103 renter units) for households at or below the 80% of median household income level—a net increase of 6,571 owner units from calendar year 2015 and a net increase of 663 renter units from calendar year 2015.

## ***Moving Forward***

This study's research and analysis confirms that Cape Cod has an unusual and complex housing challenge. It is most important to remember two overarching messages about the Cape's housing challenges before presenting solutions. First, it is the convergence of four major societal elements, demographic, economic, natural, and physical, not any one alone, which makes the challenge so difficult. Second, Barnstable County is currently short about 22,000 housing units obtainable to all income categories below \$90,000. The County is forecasted to be short only another 2,700 over the next 10 years. Therefore, the real estate situation that the Cape is facing today didn't occur in the last 5 or 10 years but is a result of "deferred maintenance" from a long series of decisions made over the last two or three decades by 15 independent municipalities. These two overarching messages call for an integrated approach that relies on intermunicipal cooperation and that addresses all four elements of the problem concurrently.

The strategies presented here are intended to address both the demand and supply sides of the equations. A demand-side problem means that the buyer does not have enough income to pay for the housing units available, and therefore doesn't "demand" one. Supply side housing problems mean that there is not enough stock in the supply to meet the current demand. Demand side strategies are intended to increase household revenue while supply side strategies are intended to increase the stock of housing.

Strategies that simply increase the supply side of the equation will not address the underlying causes of the housing challenges on the Cape today. Increases in the supply and types of units for all households, at all income levels, is indeed an immediate need in the county, however, if housing unit supply increases without addressing the demand side issues, there will be a strong economic incentive for the new construction to be converted to seasonal units. The short-term forecast shows that seasonal units will continue to compete for year-round units and newly built condominiums, rental units or even year-round single-family units will continue to be attractive to seasonal buyers.

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*if housing unit supply increases without addressing the demand side issues, there will be a strong economic incentive for the new construction to be converted to seasonal units.*

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Housing strategies on the Cape must address all four major societal elements: demographics, economics, physical infrastructure, and natural resources. They all must be addressed in a comprehensive and integrated approach. The care and conservation to protect Cape Cod's natural resources created an attractive place for second home owners and retirees. This success must be leveraged to now attract year-round employers. However, year-round employers need something more than homeowners, they need physical infrastructure. Sewer, water, public transportation, advanced telecommunications, and energy infrastructure are needed to diversify the economy and make housing more obtainable to a wider range of households and families. Conservation

through land preservation and growth control policies, such as low-density housing, works well but only up to the point where groundwater and private septic systems become too close to each other, when roads become clogged, and habitat on privately held land becomes developed. At that point, land becomes scarce and therefore more expensive, and the cycle of dependency on a

seasonal economy becomes reinforced. The Cape’s past conservation efforts worked well but are now at a crossroads, where new approaches are needed that depend on the concentration of infrastructure, housing, and employment. Likewise, the diversification of the economy and housing types also depends on the concentration of infrastructure, which then attracts new businesses and employees looking for both urban conveniences and conserved recreation lands for a well-balanced life of work and play. The report concludes with the following recommendations:

Adopt the following Housing Targets and create an Economic Efficient distribution to increase supply.

<b>Table 7.1__ Targets for Total Ownership Units Demanded</b>		22000
<b>Year-Round Ownership Market</b>	<b>% of Market</b>	<b>Unit Demand</b>
>65 aged at 100% + MHI	28%	6,160
>65 aged at 80-100% MHI	7%	1,540
>65 aged at< 80% MHI	5%	1,100
Family Households at 50% to 80% MHI	8%	1,760
Family Households at 80% to 120% MHI	30%	6,600
Households w/out children at 50% to 80% MHI	7%	1,540
Households w/out children at 80% to 120% MHI	15%	3,300
<b>Total Ownership Units Demanded</b>	<b>100%</b>	<b>22,000</b>
<b>Total Rental Units Demanded</b>		4800
<b>Year Round Rental Market</b>	<b>% of Market</b>	<b>Unit Demand</b>
>65 aged at 100% + MHI	28%	1,344
>65 aged at 80-100% MHI	17%	816
>65 aged at< 80% MHI	15%	720
Family Households at 50% to 80% MHI	10%	480
Family Households at 80% to 120% MHI	2%	96
Households w/out children at 50% to 80% MHI	22%	1,056
Households w/out children at 80% to 120% MHI	6%	288
<b>Total Rental Units Demanded</b>	<b>100%</b>	<b>4,800</b>

The 15 municipalities should adopt these housing target and then divvy up these totals based on economic efficiency, not based on equal or proportional shares. The most appropriate development should occur in the most appropriate places and therefore increase the efficiency of housing and land. This may mean that some municipalities do not take on any new development of a certain market segment while others take a disproportionately larger percentage. As long as all target market segments are distributed across the County the net effect will be an improved housing market in the County and further progress towards a year-round economy. The approach would require creating a Decision Support Model that used objective economic and housing market criteria such as data on land, infrastructure, and market preferences to distribute the housing targets. We created a draft list of housing targets for 14 different market segments of owners and renters for your to further refine as a launching point for discussions.

### Increase the Diversity of Senior Housing

The senior household population on the Cape can absorb 11,000 units divided over five major housing types: independent ownership, independent rentals, continuing care retirement communities, assisted living facilities and skilled nursing homes. We recommend creating detailed strategies for dividing these 11,000 units into specific market segments for seniors. A special Senior Housing Committee (SHC) of developers, real estate professionals, non-profit advocacy groups, and other specialist should be formed to determine the appropriate allocation.

Increasing the supply of senior housing is probably the single most important action you can take to relieve housing cost stress across all households of all ages and incomes. Expanding options for developing retirement communities that will attract seniors out of their current, oversized homes and into appropriately designed units is critical for the Cape today.

### Increase the Diversity of Multi-Family Housing

Similar to the senior housing approach, the total demand should be broken down into seven market segments: three for seniors; two for families; and two for households without children. Specific strategies on location, product types, and funding are needed for each market segment. A housing preference study should be used to help guide these decisions

### Expand on this report

This report is not finished. While the data collection and analysis is completed. Due to timing constraints, a thorough understanding of the findings was not possible by all stakeholders. There are many interrelated development issues, policies, and history that brought the County to its current housing status. We believe the County would benefit from more time interpreting the findings and developing policies. This report needs to be read thoroughly; the data analyses and findings need to be understood. Then a more comprehensive program of public involvement and stakeholder dialogue should be engaged for the purposes of creating implementation policies. One of the most prominent outcomes of a recent policy session on this project was the need to continue this dialogue. Knowing the data and findings of this report is key to ensuring that the policy discussions are based on facts.

### Consider a Detailed Housing Market Preference Study

A market preference study will provide critical information on how to distribute countywide housing targets by different market segments. It feeds information to the Decision Support Model that we recommend and provides objective data on an economically efficient distribution of units. It will also provide a level of housing market details that has not been generated previously for Barnstable County. For example, why are seniors still living in oversized 4-bedroom homes that are falling in disrepair and are expensive to maintain? This is not a rational choice. Healthy seniors are not downsizing and this puts a strain on the existing stock to serve the current population. A housing preference study would answer this and many other questions about what all market segments are requesting including: Unit Types; Degree of Compactness;

Location; Municipality: preferred municipality and why; Public Infrastructure; Interior Design; Exterior Design.

Accommodate life stages through better urban design

Single and two person households over 65 years of age is the demographic group that will dominate the Cape in the next 20 years. The demographic that the Cape's economy needs to attract now but doesn't have is young professionals between 25 and 35 years of age working in non-tourist sectors such as finance, technology, science and engineering. There is one common element that these two groups share: they are both demanding compact urban forms. Yet, the Cape in general (with some exceptions) is not meeting these demands. A concerted effort between 15 municipalities is needed to design new urban forms, complete with the public infrastructure amenities, that these groups are seeking. It would behoove all 15 municipalities to combine efforts and adopt a regional growth plan. Their task would be to create regional growth centers that are designed and planned to absorb 70%- 80% of all future growth on the Cape. That growth includes 22,000 year-round ownership units; 4,800 year-round rental units; and 8,000 new jobs.

# AGENDA ITEM 8a

Authorizing the creation of a new fund for a grant from Bank of America through the Cornerstone Charitable Foundation to the Barnstable County Human Services Department, in the amount of \$10,000.00, for the period of October 31, 2018 through October 31, 2019, for 911 Good Samaritan Law Video and Printed Material



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: November 30, 2018**  
**TO: County Commissioners**  
**FROM: Quan Tobey**  
**SUBJECT: New Fund Memo for Good Samaritan Law 911 grant**

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Barnstable County and the Human Services Dept. has received a new contract from Bank of America's Cornerstone Charitable Foundation for fiscal year 2019. This funding will be used for the dissemination of a 911 Good Samaritan Law video and public service announcements.

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

Respectfully submitted,

Quan Tobey

---

Leo G. Cakounes  
Chair

Mary Pat Flynn  
County Commissioner

Ronald R. Beaty  
Vice-Chair

---

Date

## GRANT AGREEMENT

If you have questions regarding this agreement, please reach out to the bank contact noted in your grant award email.

**Foundation Name (Grantor), Bank of America, N.A., Trustee**

Cornerstone Charitable Foundation

**Organization Legal Name (Grantee)**

Barnstable County

**Grant Award Amount**

**\$10,000.00**

**Term (months)**

12

**Project Title**

**911 Good Samaritan Law Video and Printed Material**

**Project Start Date**

10/31/2018

**Project End Date**

10/31/2019

### Conditions of Grant

By providing your acceptance below, you are confirming on behalf of your organization, agreement and consent to the following grant award conditions:

1. Grantee has provided Grantor with verification of the Grantee's public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to notify the Grantor of any change in the Grantee's status.
2. Grantee will use the grant exclusively for the purposes and objectives specified in the project title above and in the proposal submitted to the Grantor, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.

3. Grantee shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.
4. Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant. The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.
5. Grantee agrees that in all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this grant, the Grantor shall be recognized in the following manner: [*foundation name noted above*], Bank of America, N.A., Trustee. In instances where a press release is developed for distribution to media outlets, the Grantee agrees to timely forward a draft to U.S Trust, Philanthropic Solutions for prior approval.
6. Grantee shall submit a report to Grantor at the end of the 12 month grant term summarizing the program for which the grant was received, specifically addressing whether the goals as set forth in the proposal were met, and if not, why not, and will detail all expenditures made from the granted funds as compared to the request budget. If the grant awarded is for a period longer than one year, Grantee shall submit annual reports until the end of the grant period as specified in the award letter.
7. In the event that Grantee does not expend all grant funds and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.
8. In the event that Grantee is unable or unwilling to comply with all the terms of this grant agreement, Grantee shall notify Grantor in writing immediately. If Grantee has a proposal for an alternate use of unexpended funds, Grantee shall request permission from Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain the unexpended funds or to cancel the grant and require return of unexpended funds. In the event that Grantor allows Grantee to retain the unexpended funds, Grantee shall report, in accordance with the requirements of Section 6 above, on the expenditure of such funds. Should Grantor require the return of the unexpended funds, Grantee shall timely return such funds to Grantor.

**The Grantee agrees and consents to the conditions of the grant noted above.** By typing your name below and selecting the "I Accept" button, you agree that this signature is the equivalent of your manual signature on this Agreement.

**Grant Agreement Signee**

(Officer, Director, or Trustee of Grantee)

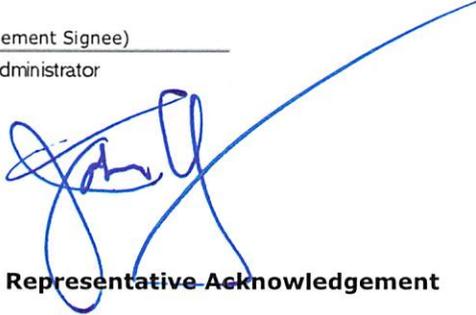
John T. Yunits, Jr.

**Title**

(Grant Agreement Signee)

County Administrator

I  
Accept



**Organization Representative Acknowledgement**

I acknowledge that I am authorized by my organization to sign off on the terms of this Grant Agreement.

Grant Agreement Version and Date

Grant Agreement Version 1, Last updated 02/16/2017

U.S. Trust operates through Bank of America, N.A., and other subsidiaries of Bank of America Corporation. Bank of America, N.A., Member FDIC.

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# AGENDA ITEM 8b

Authorizing the execution of a contract for a grant from the Massachusetts Executive Office of Health & Human Services to the Barnstable County Human Services Department, in the amount of \$465,682.00, for a period through June 30, 2020, to implement a homeless youth program

# 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](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> County of Barnstable (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health & Human Services <b>MMARS Department Code:</b> EHS
<b>Legal Address:</b> (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630	<b>Business Mailing Address:</b> One Ashburton Place, 11 <sup>th</sup> Floor, Boston, MA 02108
<b>Contract Manager:</b> Elizabeth Albert	<b>Billing Address</b> (if different):
<b>E-Mail:</b> balbert@barnstablecounty.org	<b>Contract Manager:</b> Linn Torto
<b>Phone:</b> 508-375-6626 <b>Fax:</b> 508-362-0290	<b>E-Mail:</b> Linn.torto@state.ma.us
<b>Contractor Vendor Code:</b> VC6000194979	<b>Phone:</b> 617-573-1600 <b>Fax:</b>
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> CT EHS 19EHS247BARNSTABLECB <b>RFR/Procurement or Other ID Number:</b> 19CBEHSHOMELESSYOUTHGRANT
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (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	
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>465,682.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) This Grant Agreement sets forth the terms and conditions under which the Grantee will implement a homeless youth program.	
<b>ANTICIPATED START DATE:</b> (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 <a href="#">Effective Date</a> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <a href="#">Effective Date</a> below and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <a href="#">Effective Date</a> below, and the parties agree that payments for any obligations incurred prior to the <a href="#">Effective Date</a> 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 attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2020</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.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Katherine Harvell Haney</u> Print Title: <u>Chief Financial Officer</u>




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**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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**NEW CONTRACTS (left side of Form):**

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) \*See [Amendments, Suspensions, and Termination Policy](#).)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

## CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**GRANT AGREEMENT**  
**BY AND BETWEEN**  
**THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**  
**AND**  
**BARNSTABLE COUNTY**  
**FOR**  
**HOMELESS YOUTH SERVICES**  
**IN**  
**REGION 5**

This Grant Agreement is by and between the Massachusetts Executive Office of Health and Human Services (EOHHS) and Barnstable County (Grantee), with principal offices located at 3195 Main Street, Barnstable, MA 02630.

**WHEREAS**, EOHHS issued a Grant Application on July 26, 2018, for services to unaccompanied homeless youth; and

**WHEREAS**, on October 16, 2018, EOHHS selected the Grantee, based on the Grantee's response to the GRANT APPLICATION submitted by the required response date of August 31, 2018; and

**WHEREAS**, the Grantee appears qualified and is willing to perform its duties as set forth herein subject to the terms and conditions hereof;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, EOHHS and the Grantee agree as follows:

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## SECTION 1. DEFINITIONS

The following terms or their abbreviations, when capitalized in this Grant and its Attachments, are defined as follows unless the context clearly indicates otherwise.

**Assessment** - A process of gaining a better understanding of an individual's concerns, needs, and strengths to be used in setting goals and objectives toward achieving greater self-sufficiency.

**Community Action Agencies (CAAs)** - Non-profit private and public organizations that were established under the Economic Opportunity Act of 1964 to fight America's War on Poverty and provides a host of supportive services for Families in need.

**College Student Services** – services the Grantee provides in accordance with **Section 2.2.C**. In fiscal year 2019, such services shall be provided in Program Regions 6 – Plymouth & East Norfolk Counties, 8 – North Middlesex County and 9 – Metro West only. In later fiscal years, such services may be provided in other Program Regions as well.

**College Student Services Collaboration-** a collaboration among EOHHS, the Department of Higher Education (DHE) and the Department of Housing and Community Development (DHCD) to address housing insecurity among Massachusetts college students. In fiscal year 2019, EOHHS, DHE and DHCD anticipate piloting the collaboration at three (3) state universities – Bridgewater State University, University of Massachusetts Lowell, and Framingham State University, by serving 5 students at each location. In subsequent years, the services may expand to include additional students and/or other universities or colleges.

**Continuum of Care (CoC)** – A regional or local planning body that coordinates housing and services funding for those who are Homeless and At Risk of Homelessness. There are currently sixteen (16) CoCs in Massachusetts.

**Core Services** – Services provided by the Grantee in accordance with **Section 2.2.A**.

**Crisis Intervention** – Helping or supporting an individual in a situation that could impact their health, safety or well-being. Crisis Intervention should be provided with a view to promoting coping skills, growth and positive change.

**Grant** – This Agreement between EOHHS and the Grantee to implement a Homeless Youth Program in the Grantee's Program Region.

**Grant Start Date** –The date shall be the latest date that the Grant is signed by an authorized party of the Grantee and EOHHS. Such date is the date on which the Grant is effective and the date on which the Grantee may begin to provide services under this Grant.

**Grantee** – Any entity that enters into this agreement with EOHHS for the provision of services described in this Grant. All requirements described herein shall also be applicable to the Grantee's employees and Subgrantees.

**Executive Office of Health and Human Services (EOHHS)** – The Executive Office of Health and Human Services (EOHHS), established in 1971, is the largest executive office in the Governor’s cabinet. EOHHS is responsible for coordinating the service delivery and policy development in the Commonwealth’s health and human service agencies.

**Homeless** – An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes a primary nighttime residence of:

- A place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground);
- A publicly or privately operated shelter or transitional housing, including a hotel or motel paid for by government or charitable organizations.

“Fixed” means a residence that is “stationary, permanent and not subject to change.” “Regular” means a dwelling at which a person resides on a regular basis (i.e. nightly). “Adequate” means that the dwelling provides safe shelter.

In addition, a person is Homeless if he or she is being discharged from an institution where he or she has been a resident for 90 days or less and the person resided in a shelter (but not transitional housing) or place not meant for human habitation immediately prior to entering that institution.

**Homeless Youth Program (Program)** – services to Unaccompanied Homeless Youth and Youth At Risk of Homelessness, provided in accordance with this Grant Agreement.

**Local Housing Authority (or Public Housing Authority)** - A unique governmental body that administers either public housing or Section 8 vouchers, or both, for the state and/or federal government at the local level.

**Prevention** - Methods and systems that prioritize retention of housing by assisting those At Risk of Homelessness from actually becoming Homeless. Specific Prevention practices include, but are not be limited to, counseling, mediation, negotiation, and short-term flexible support funds.

**Program Plan** – a document, approved by EOHHS, which describes Program services and activities, lists Subgrantees and projects number of clients to be served. See **Section 2.3**.

**Program Region** – a region determined by EOHHS where the Grantee shall provide the services described in this Grant. See **Section 1.5** of Grant Application.

**Rapid ReHousing** - A set of strategies to help individuals quickly move out of homelessness and into permanent housing. Strategies may include, but not be limited to housing search, landlord mediation assistance (when applicable), short-term rental assistance, and transitional case management services. By helping people exit homelessness more rapidly, shelters are able to accommodate more homeless persons without increasing capacity.

**Stabilization Services** - The practice of providing strategic services to individuals that result in strengthening their social and economic well-being seeking to maintain stable, successful housing arrangements. These services will vary according to the needs of the particular person(s), but all should

be provided from a framework of individual empowerment, trust and mutuality. They are intended to assist persons who are Homeless or At Risk of Homelessness to be able to pay for or otherwise access housing and other basic necessities, including child care, primary health care, and employment.

**Subgrantee** – any entity with which the Grantee enters into an agreement for the provision of all, or part, of its services for any program area or function that relates to the delivery or payment of services.

**Trauma-informed Services** – a program or service based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization.

**Unaccompanied Homeless Youth** – An individual 24 years of age or younger who is not in the physical custody or care of a parent or legal guardian, and who lacks a fixed, regular, and adequate nighttime residence. “Fixed” means a residence that is “stationary, permanent and not subject to change.” “Regular” means a dwelling at which a person resides on a regular basis (i.e. nightly). “Adequate” means that the dwelling provides safe shelter.

**Winter Response** – services the Grantee provides in accordance with **Section 2.2.B.**

**Youth At Risk of Homelessness** – An individual 24 years of age or younger who is about to lose their primary nighttime residence within the subsequent 14 days, where no subsequent residence has been identified, and the individual lacks the resources or support networks (i.e. relatives, friends, faith-based or other social networks) needed to obtain other permanent housing.

## **SECTION 2. GRANTEE RESPONSIBILITIES**

### **Section 2.1 Program Region**

The Grantee shall implement a Homeless Youth Program (Program) in the following Program Region: Region 5.

### **Section 2.2 Program Services**

As directed by EOHHS, the Grantee shall implement the Homeless Youth Program by providing – either directly or through Subgrantee(s) – the following services to Unaccompanied Homeless Youth or Youth At Risk of Homelessness:

#### **A. Core Services**

1. Outreach and Upstream Prevention. Outreach efforts and development of early warning systems to identify housing instability prior to homelessness. Such efforts shall include:
  - a. Engagement with housing court, probation officers, juvenile court judges, school staff, police, community-based family agencies, health and behavioral health facilities, after-school and out-of-school programs, neighborhood associations or locally based housing and health and human services providers.

- b. Family mediation and family reunification efforts; help in reuniting youth with their parent or legal guardian if family reunification is in the youth's best interest.
  - c. Connecting youth to appropriate services, systems, and social supports. Such services and supports may include: individual, family and group counseling; access to medical, dental and behavioral health care; education and employment assistance; case management, advocacy and referral services; independent living skills training; and provision of basic needs.
2. Assessment, Crisis Intervention and Rapid Rehousing. Provision of services aimed at Rapid Rehousing and maximizing stable housing outcomes. Such services shall include:
- a. Performing triage, assessment, and case management to evaluate service needs, implement a housing planning process, and develop a plan for housing stability along with resolving any underlying service needs.
  - b. Facilitating kinship home placements, connecting to emergency shelters/short-term housing, or assisting with transition to independent living programs.
  - c. Providing referrals to external service providers, as appropriate. Such services may include: health services, behavioral health services, substance abuse services, employment and job training, education services, parenting resources, domestic violence-related services, life skill and financial literacy resources, legal services, language-related resources, cultural and recreation activities.
3. Direct housing-related financial assistance (flexible funds) to individuals, as appropriate.
- a. Direct financial assistance shall serve to establish collaborative pathways to connect individuals to mainstream housing and services.
  - b. Direct financial assistance may cover costs such as: move-in costs, rent or rent arrears, debt payments related to housing security, utilities, transportation, education, legal costs, child care, work-related costs, medical costs, subsidies related to substance abuse recovery, housing and stability planning for individuals in the domestic violence system, cell phone costs, food/groceries, and other expenses that are not leveraged through existing Emergency Assistance (EA) programs at DHCD or federal or local funding sources.
  - c. The Grantee shall maintain detailed documentation justifying the appropriateness of and amounts allocated to direct financial assistance, and provide to EOHHS upon request. The Grantee shall maintain robust internal controls and records of any disbursements made under this section.

## B. Winter Response

1. Dedicated capacity to provide transitional housing programming and, as necessary provide or identify seasonal shelter services, primarily between November and May, in a timely and safe manner.

2. Coordination with local shelter and transitional services providers to streamline placements of Unaccompanied Homeless Youth and increase service utilization.
3. Flexible programming that is responsive to the needs of Unaccompanied Homeless Youth and any physical, emotional and cognitive challenges they may be facing.

C. College Student Services

1. Transitional housing, intensive case management, trauma counseling, behavioral health and other support services for college students who are identified through the College Student Services Collaboration as experiencing housing instability. Such services shall enhance the academic supports and life coaching provided by university/college campuses.
2. Transitional services for graduating students who were identified through the College Student Services Collaboration as needing assistance with housing search, employment opportunities and connections to local health agencies for ongoing services and support.
3. Ongoing coordination and communication with other entities participating in the College Student Services Collaboration.

D. Community Partnerships

1. The Grantee shall work collaboratively with community partners and other entities to identify and leverage programmatic, staffing, financial and other resources that support and promote the sustainability of Program activities. The Grantee shall aim to leverage public and private funding, and facilitate the creation of a 'no wrong door' regional approach to ending youth homelessness.
2. Community partnerships may include, but shall not be limited to:
  - a. Municipalities (including housing agencies);
  - b. Regional offices of state agencies;
  - c. Public health agencies and departments, Community Action Agencies, social services providers, homeless services providers, domestic violence service providers, youth services providers, and other providers;
  - d. CoCs, CAAs, community development corporations, local housing authorities, regional non-profit housing agencies, and foreclosure prevention centers;
  - e. Federally qualified community health centers and Health Care for the Homeless grantees;
  - f. Local workforce investment boards and labor organizations;
  - g. McKinney-Vento educational liaisons, school systems, and other educational institutions;
  - h. One-stop career centers;

- i. Housing courts and the judicial system;
  - j. Law enforcement, the Department of Correction, parole boards, and probation officers;
  - k. Homeless and disability advocacy groups;
  - l. Homeless and formerly homeless consumers;
  - m. Veterans services organizations;
  - n. Faith-based organizations; and
  - o. Community leaders and philanthropists.
3. By June 30, 2019, the Grantee shall complete an assessment of community needs. The Grantee may use existing community needs assessments to inform the selection of Program services. Alternatively, if there is not a recent community assessment, the Grantee shall engage in its own assessment of youth homelessness related community needs. At a minimum, this assessment must include: interviewing providers, councils, boards, and agencies; gathering or soliciting community needs data, such as local public health, child welfare and school data; identifying the unique racial, ethnic, and cultural aspects of the community; and clearly documenting how Program services have been or shall be developed and modified to address these and other community needs.

### **Section 2.3 Program Plan**

- A. Unless otherwise permitted by EOHHS, the Grantee shall perform all work under this Grant Agreement in accordance with the Program Plan approved by EOHHS.
- B. On or before May 15th of each year, the Grantee shall submit to EOHHS for approval an updated Program Plan, in a form and format specified by EOHHS, that covers the upcoming state fiscal year (July 1 – June 30). The Program Plan shall contain the following elements:
  - 1. Listing of all Program services and activities, as specified in **Section 2.2**;
  - 2. Listing of all Subgrantees who deliver services under this Grant Agreement;
  - 3. Projected number of youth served;
  - 4. Projected number of events;
  - 5. Where applicable, discussion of planned modifications to existing services, proposed implementation of new services or development of new partnerships in the upcoming state fiscal year.
- C. The Grantee may make a written request to EOHHS to modify its Program Plan. The Grantee shall proceed to implement any such requested modification only with prior written approval from EOHHS.

## **Section 2.4 Staffing Requirements**

- A. The Grantee shall ensure that qualified and competent staff performs all activities specified in this Modified Grant Agreement, and that appropriate supervision and working conditions are provided for all Program staff, paid and unpaid.
- B. The Grantee shall ensure that staffing resources are sufficient to perform all tasks specified in this Modified Grant Agreement in a professional, accurate, complete and timely manner.
- C. The Grantee shall maintain – and ensure that its Subgrantees maintain, job descriptions for all Program staff positions, paid or unpaid, and salary schedules for all paid positions. Job descriptions shall include job duties and job requirements, such as education, licensing, skills and experience.
- D. The Program shall have a Program Director. The Program Director shall be an employee of the Grantee. The Program Director shall manage and coordinate all Program activities, services, operations and reporting to EOHHS, and shall ensure continuity of services with any Subgrantees.
- E. The Program Director is the Key Personnel under this Grant Agreement and shall be as designated in the Grantee’s Response to the Grant Application or as otherwise approved by EOHHS. EOHHS and the Grantee may agree to designate other personnel as key personnel. The Grantee shall notify EOHHS of any individual whom the Grantee is proposing to designate or replace as Key Personnel. If any individual named as Key Personnel becomes unavailable, the Grantee shall notify EOHHS immediately and provide the name(s) and resume(s) of suitable replacements, subject to EOHHS’ approval. EOHHS reserves the right to interview and approve the employment or continued employment of individuals for all Key Personnel positions. If EOHHS is not reasonably satisfied that the proposed replacement(s) has ability and experience comparable to the originally approved Key Personnel, EOHHS will notify the Grantee within ten business days after receiving the resume(s) and completing any interview(s). The Grantee must then propose another replacement for approval. This process will be repeated until EOHHS approves new Key Personnel.

## **Section 2.5 Program Locations**

- A. Program services shall be provided at one or more Program locations operated by the Grantee or Subgrantees.
- B. In selecting Program locations, the Grantee is encouraged to maximize availability of Program services, service capacity and operational efficiency.
- C. Each Program location shall have appropriate infrastructure to support the Program activities offered at that location, including, where appropriate, access to sufficient space for suitable record-keeping and basic service infrastructure, such as desks, telephone and data access that ensures client privacy;
- D. Where feasible, Program locations should be convenient to public transportation.

## Section 2.6 Other Program Requirements

- A. The Grantee shall collaborate, and shall ensure any Subgrantees collaborate, with and participate in activities conducted by any entity designated by EOHHS to provide services related to this Grant Agreement, including but not limited to: data collection and data management, technical assistance and capacity building, training, quality improvement, program evaluation, communications and reporting.
- B. The Grantee shall participate, and shall ensure any Subgrantees participate, in site visits, peer support activities and practice development processes, sponsored or coordinated by EOHHS.
- C. The Grantee shall participate, and shall ensure any Subgrantees participate, in efforts related to the implementation of the Massachusetts State Plan to End Youth Homelessness (currently available at <https://www.mass.gov/lists/ichh-strategic-plans-and-reports>), as directed by EOHHS.
- D. The Grantee shall have a process for identifying undocumented and immigrant youth who are unaccompanied, and shall demonstrate commitment for providing support.
- E. All services provided or coordinated by the Grantee or its Subgrantees shall emphasize youth leadership and engagement, and shall promote community capacity building, public awareness, policy development, partnerships and collaborations.
- F. All services provided or coordinated by the Grantee or its Subgrantees shall promote recovery and resilience by using a trauma-informed approach and creating a place of safety for Unaccompanied Homeless Youth or Youth At Risk of Homelessness.
- G. All services provided or coordinated by the Grantee or its Subgrantees shall be implemented in a culturally competent manner, and reflect an understanding of individual beliefs, cultures and values.
- H. All services provided or coordinated by the Grantee or its Subgrantees shall reflect an awareness of substance addiction prevention, reduction, and treatment, including services targeting opioid addiction.

## Section 2.7 Data Collection and Activity Reporting

The Grantee shall perform its responsibilities under this Grant in compliance with the following requirements:

- A. The Grantee shall maintain, and ensure all Subgrantees maintain, detailed documentation of all services and activities under this Grant Agreement, including **Section 2.2.A.3**, in accordance with Section 7 of the Commonwealth Teams and Conditions, and in compliance with any other applicable state and federal regulatory, statutory and other requirements, including requirements promulgated by the Secretary of State as related to document retention.
- B. As directed by EOHHS or an EOHHS-designated entity, the Grantee shall track, and ensure all Subgrantees track, outputs and metrics, including but not limited to: number of individuals

served and types of services provided; demographics; number of intakes, assessments and referrals; service volumes and utilization; direct financial assistance disbursements; number of individuals who transition into stabilized housing and the zip code of the stabilized housing; the number of individuals who remain in stabilized housing after 90 days, when applicable; the number of individuals turned away from the program; and other metrics, as defined by EOHHS.

- C. On or before October 15, January 15, April 15 and July 15 of each year, the Program shall submit to EOHHS quarterly activity reports in a form and format specified by EOHHS.

### **SECTION 3. EOHHS RESPONSIBILITIES**

EOHHS shall provide oversight and reasonable resources and personnel to support Grant activities.

### **SECTION 4. FUNDING AND PAYMENT**

#### **Section 4.1 Funding**

The work of the Grantee will be supported primarily with funding available through line item 4000-0007, Unaccompanied Homeless Youth, as determined by EOHHS.

#### **Section 4.2 Payment**

Subject to EOHHS's satisfaction with the Grantee's performance, and other terms and conditions of the Grant Agreement, and provided that sufficient funding is appropriated to the source identified in Section 4.1, EOHHS shall pay the Grantee in accordance with the following provisions:

- A. EOHHS shall pay the Grantee in quarterly installments for the satisfactory performance of the Grantee's responsibilities under this Grant Agreement, as determined by EOHHS. Such payments shall be consistent with the Grantee's budget approved by EOHHS in accordance with this **Section 4.2**.
- B. EOHHS shall have the right to recoup or offset underspending or overpayments made for grant performance. In the event underspending or overpayment occurs, EOHHS shall have the right to offset remaining payments during the current fiscal year, to require the Grantee to make repayment, or to take other steps, in accordance with any policies promulgated by the Office of the Comptroller or other applicable regulations.
- C. Reasonable allowable costs under this Grant Agreement include but are not limited to the following:
  - 1. Staff salaries, tax and fringe, office supplies, furnishings, equipment (i.e. computers, cell phones), staff training and travel, occupancy, purchasing of non-capital equipment.
  - 2. Stipends, incentives, direct supports or food purchases in accordance with **Section 2.2.A.3** or directly related to participation in approved Grant activities.
  - 3. Indirect rates calculated on any line item, with the exception of subawards.

- D. Non-allowable costs under this Grant Agreement include but are not limited to:
1. Costs incurred to support activities or expenditures that are not included in the Grantee's approved budget or are incurred prior to receiving EOHHS' approval.
  2. Out-of-state travel, unless express prior authorization has been obtained from EOHHS.
  3. Mileage reimbursement in excess of the state-approved rate.
  4. Tax and fringe costs that exceed any federally approved fringe rate applicable to the Program.
  5. Indirect rates that exceed 10 percent or any federally approved indirect cost rate applicable to the Program, whichever is higher.
  6. Indirect rates calculated on subawards.
  7. Cash reserves.
  8. Capital investments and improvements, vehicle purchases, relocation costs, unless express prior authorization has been obtained from EOHHS.
  9. Management, administrative or other costs that are already allocated to other contracts or that are not directly related to the provision of services under this Grant Agreement.
- E. By May 15th of each year, the Grantee shall submit to EOHHS, and EOHHS shall review and approve, an annual budget for the state fiscal year beginning on July 1 of that year, in the form and format specified by EOHHS. EOHHS will review, request modifications, and approve the Grantee's budget as it determines appropriate.
- F. The Grantee may make, and EOHHS will review and approve, a request to revise the budget. The Grantee shall make any such budget revision request to EOHHS in writing. EOHHS will review and request modifications as it determines appropriate.

### **Section 4.3 Fiscal Reports**

- A. On or before July 15, October 15, January 15, and April 15 of each year, the Grantee shall submit to EOHHS quarterly fiscal reports in a form and format specified by EOHHS.
- B. The quarterly fiscal reports shall:
1. Show expenditures made during the reporting period;
  2. Explain any adjustments to previously reported data;
  3. Provide explanation of any expenditures made during the reporting period but not yet recorded;
  4. Include offsets for any program revenue received.

## **SECTION 5. ADDITIONAL TERMS AND CONDITIONS**

### **Section 5.1 Grant Term**

The Grant shall commence upon execution by the parties and end on June 30, 2020, subject to (1) the Grantee's satisfactory performance, as determined by EOHHS, of all duties and obligations under this Grant, and (2) any termination provisions set forth in the Grant, provided however, that EOHHS may terminate the Grant immediately if EOHHS does not secure sufficient funding for any fiscal year during the grant term. Contingent on obtaining available funding, the Grant may be extended eight additional years in increments determined by EOHHS and upon terms agreed to by the parties. EOHHS may also extend the Grant for any reasonable time period it determines necessary to complete a subsequent grant selection process.

### **Section 5.2 Grant Officers**

- A. EOHHS authorizes Linn Torto as Grant Officer, who shall be authorized and empowered to represent EOHHS with respect to all matters relating to this Grant. Such designation may be changed during the period of this Grant only by written notice.
- B. The Grantee authorizes Elizabeth Albert as Grant Officer, who shall be authorized and empowered to represent the Grantee with respect to all matters relating to the implementation of this Grant. Such designation may be changed during the period of this Grant only by written notice.

### **Section 5.3 Notification of Administrative Change**

The Grantee shall notify EOHHS in writing no later than 30 days prior to any change affecting the Grantee, or its performance of its responsibilities under this Grant, but if a change in business structure is voluntary, the Grantee shall provide a minimum of three months' notice to EOHHS.

### **Section 5.4 Responsibility of the Grantee**

The Grantee is responsible for the professional quality, technical accuracy, and timely completion and delivery of all services furnished by the Grantee under this Grant. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

### **Section 5.5 Assignment**

- A. The Grantee shall not assign or transfer any right, interest, or obligation under this Grant to any successor entity or other entity without the prior written consent of EOHHS.
- B. EOHHS may assign or transfer any right, interest, or obligation under this Grant to any constituent agency of EOHHS without prior written consent of the Grantee.

## **Section 5.6 Independent Contractor**

The Grantee, its employees, and any other of its agents shall act in an independent capacity in the performance of this Grant and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

## **Section 5.7 Confidentiality**

### **A. Statutory Requirements**

The Grantee recognizes that in the performance of this Grant it will collect, use, maintain, disclose, create and/or otherwise access “personal data,” as defined in Mass. Gen. Laws c. 66A, and that in so doing it will become a “holder” of personal data under Mass. Gen. Laws c. 66A. As a holder of personal data, Grantee agrees that it maintain the privacy and security of such personal data and otherwise comply with all requirements of Mass. Gen. Laws c. 66A with respect to such personal data.

The Grantee further agrees that it shall comply with all applicable state and federal regulatory, statutory, and other requirements, including EOHHS rules and regulations, relating to or governing the confidentiality, privacy, and/or security of such personal data defined and any other data (including PI, as defined below) received, used, created, maintained, disclosed or otherwise accessed in connection with this Grant, that may be in effect upon execution of, or as may be effective during the course of, this Grant. EOHHS may require specific written assurance and further agreements regarding the security and privacy of PI.

For purposes of this Grant, “Protected Information” or “PI” means any “personal data,” as defined in Mass. Gen. Laws c. 66A, any “personal information,” as defined in Mass. Gen. Laws c. 93H, and any other information that is treated as confidential under any federal or state law or regulation that Grantee (or its Subgrantee) uses, maintains, discloses, receives, creates or otherwise accesses under or in connection with this Grant. Unless authorized by EOHHS in writing, all information, including aggregate information, that Grantee or its Subgrantee uses, maintains, discloses, receives, creates or otherwise accesses in connection with this Grant is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

### **B. Permitted Use and Disclosure**

The Grantee may use PI and any data derived or extracted from PI only for purposes directly related to the Grantee’s performance under this Grant. In using PI for such permitted purposes, the Grantee shall limit access to the information only to those employees, agents and authorized Subgrantees who need such information in order to perform their official duties in connection with the Grantee’s performance of its obligations under this Grant.

The Grantee shall not disclose or release PI to any person or entity other than: (a) to its authorized Subgrantees in the performance of Grant responsibilities hereunder, if any; (b) to the subject of the PI, if such disclosure is specifically contemplated under this Grant or otherwise approved by EOHHS in writing; (c) as required by law, in accordance with the following paragraph; and (d) with the prior written authorization from EOHHS; provided, that, any such disclosure must otherwise comply with all applicable privacy laws and regulations, the terms of

this Grant and the terms of any other Grant or agreement relating to the privacy or security of PI that the Grantee may enter into pursuant to this Grant (any such Grant or agreement, a “Supplemental Confidentiality Agreement”).

The Grantee may use or disclose PI if and to the extent specifically required by federal or state law or regulation applicable to Grantee, provided that any such use or disclosure must be consistent with the restrictions of Mass. Gen. Laws c. 66A any other applicable privacy or security law or regulation.

### C. Data Security

In addition to any other requirement in this Grant, the Commonwealth Terms and Conditions or the Grant Application related to data security, the Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI and any other confidential information and materials in the Grantee’s control and used by the Grantee under this Grant, and that prevent use or disclosure of such information and materials other than as provided for by, and in accordance with, the terms of this Contact. All such safeguards must meet, at a minimum, all applicable Commonwealth data security and information technology resource policies, procedures, processes and mechanisms, including those established for access to PI or systems containing PI. For purposes of the foregoing sentence, “Commonwealth data security and information technology resource policies, procedures, processes and mechanisms” shall include those established by Executive Order 504, the Massachusetts Office of Information Technology and EOHHS.

In the event the Grantee is granted direct access into any EOHHS systems, databases, or other information technology resources, the Grantee shall comply with all security mechanisms and processes established for access to such databases, systems and information technology resources, as well as all Commonwealth security and information technology resource policies, processes, and mechanisms established for access to PI. The Grantee shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any EOHHS system, database, or other information technology resource or any other system, database or information technology resource containing PI. The Grantee shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code, to maintain the integrity of the system, database or resource.

The Grantee agrees to allow representatives of EOHHS access to premises where PI is kept for the purpose of inspecting privacy and physical security arrangements implemented by Grantee to protect such data.

Upon request, the Grantee shall provide EOHHS with copies of all written policies, procedure, standards and guidelines of the Grantee related to the protection, security, use and disclosure of PI or other confidential information and the security and integrity of the Grantee’s technology resources.

D. Commonwealth Security Information

If through this Grant, the Grantee obtains access to any Commonwealth Security Information (as defined below), the Grantee is prohibited from making any disclosures of or about such information, unless in accord with EOHHS' express written instructions. If Grantee is granted access to such information in order to perform its obligations under this Grant, the Grantee may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Grantee shall limit access to the information only to those employees, agents and authorized Subgrantees who need such information in order to perform their official duties in connection with the Grantee's performance of its obligations under this Grant. While in possession of such information, the Grantee shall apply all privacy and security requirements set forth herein with respect to PI, as applicable to maintain the confidentiality, security, integrity, and availability of such information.

For purposes of this Grant, "Commonwealth Security Information" means any data or other information that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to authorized users, including those measures necessary to detect, document and counter such threats.

E. Notification of Breach or Unauthorized Use or Disclosure of Information

If the Grantee knows or has reason to believe that any PI, Commonwealth Security Information or other data related to this Grant has been improperly used, accessed, disseminated, copied, or removed, the Grantee shall immediately notify EOHHS, both orally and in writing, of such known or possible event and take all commercially reasonable steps to retrieve any such information that was disclosed to or accessed, copied or removed by a non-permitted third party and to mitigate any harm caused by such event. Such notice and other actions shall be in addition to any other notice or action that may be required in connection with such event under this Grant, the Commonwealth Terms and Conditions, a Supplemental Confidentiality Agreement, or applicable law or regulation (including, for example. Mass. Gen. Laws ch. 93H).

F. Notification of and Response to Legal Process

The Grantee shall report to EOHHS, both verbally and in writing, any instance where PI, Commonwealth Security Information, or any other data obtained under or in connection with this Grant is subpoenaed or becomes the subject of a court or administrative order or other legal process. The Grantee shall provide such notice as soon as possible upon receiving or otherwise becoming aware of such subpoena, order or other legal process, and in no event later than five (5) business days before the response date applicable to such subpoena, order or process. If EOHHS directs the Grantee to respond, the Grantee shall take all necessary legal steps, including objecting to the request when appropriate, to comply with Mass. Gen. Laws c. 66A and any other applicable law or regulation. If EOHHS determines that it shall respond directly, the Grantee shall fully cooperate and assist EOHHS in its response.

G. Compliance by Grantee’s Representatives

The Grantee shall ensure that each of its employees and agents having access to PI complies with all terms of this Grant (and, if applicable, any Supplemental Confidentiality Agreement) relating to the privacy or security of PI, Commonwealth Security Information or any other data obtained under or in connection with this Grant.

H. Custodian of Protected Information

The Grantee must designate a custodian of PI who shall be responsible for assuring the Grantee’s compliance with all requirements set forth in this Grant relating to PI and Commonwealth Security Information.

I. Databases

Within thirty (30) days of the effective date of this Grant, the Grantee shall provide EOHHS an accurate list of electronic and paper databases containing PI, together with a brief description of the various uses of the databases. The Grantee shall update such lists as necessary in accord with the addition or termination of such databases.

**Section 5.8 Program Modifications and New Initiatives**

- A. EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Grant whenever, in the judgment of EOHHS, the goals of the program have been modified or altered in a way that necessitates such changes. In the event that the scope of services must be changed, EOHHS shall provide written notice of such action to the Grantee and the parties shall negotiate in good faith to implement any such changes proposed by EOHHS.
- B. EOHHS additionally reserve the right, at its sole discretion, to amend the Grant to implement state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes affecting EOHHS or the Grant.
- C. If additional funds become available during the Grant, EOHHS reserves the right to increase funding of the Grant, subject to available funding, satisfactory Grant performance, and need.

**Section 5.9 Intellectual Property Rights, Publications Regarding or Derived from this Grant, Use and Ownership of Data and Software**

- A. In conformance with the Commonwealth Terms and Conditions, on the date on which the Commonwealth reimburses Grantee for a deliverable created under this Grant, all of the Grantee’s right, title, and interest in all intellectual property developed, prepared, designed, or improved by the Grantee under the Grant solely for purposes of creating the deliverable shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark, and other intellectual property rights created by Grantee in connection with such work (hereinafter the “Commonwealth Property”). Grantee hereby assigns to the Commonwealth, as of the date on which the Commonwealth reimburses Grantee for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property

related to such deliverable and all derivative works thereof. The Grantee also agrees to execute all documents and take all actions that may be necessary to confirm such rights. The Grantee acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that the Grantee specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

- B. In the performance of this Grant, the Grantee may develop material suitable for publication under copyright as reports, manuals, pamphlets, or other forms. As described in more detail above, to the extent such material is deliverable to EOHHS in the performance of this Grant, such material shall be deemed Work Product made for hire, and the Commonwealth shall exclusively own the copyright in such material. Other material derived from the Grantee's performance of this Grant shall not be published or offered for publication through any medium of communication, including press release, without the prior approval of EOHHS. If the Grantee publishes a work dealing with its performance under this Grant, or the results and accomplishments attained in such performance, the Commonwealth shall have a non-exclusive, irrevocable, royalty-free license to reproduce, publish, or otherwise use and authorize others to use the publication. The Grantee shall not disseminate, reproduce, display, or publish any report, information, data, or other materials or documents produced in whole or in part pursuant to this Grant without the prior consent of EOHHS, nor shall any such report, information, data, or other materials or documents be the subject of an application for copyright by or on behalf of the Grantee without the prior written consent of EOHHS.
- C. All finished or unfinished studies, analyses, flow charts, magnetic tapes, design documents, program specifications, programs, computer source codings and listings, test data, test results, schedules and planning documents, training materials and user manuals, forms, reports, and any other documentation and software, including modifications thereto, prepared, acquired, designed, improved or developed by the Grantee for delivery to the Commonwealth under this Grant shall be and remain the property of EOHHS.
- D. The Grantee's access to, receipt, creation, use, disclosure, and maintenance of PI, and any data derived or extracted from such PI, arises from and is defined by the Grantee's obligations under this Grant, and the Grantee does not possess and shall not obtain any independent rights of ownership to such PI by virtue of the Grantee's performance under this Grant.
- E. Except as explicitly permitted under **Section 5.7.B** of this Grant, the Grantee shall use EOHHS-owned or Commonwealth-owned data, materials, and documents, or data, materials, and documents acquired by the Grantee from EOHHS or the Commonwealth (including but not limited to PI), before or after the termination or expiration of this Grant, only as required for the performance of this Grant. The Grantee further agrees to return all EOHHS-owned or Commonwealth-owned data, materials, and documents promptly, but in no event later than seven days upon EOHHS's request, in whatever form it is maintained by the Grantee.

### **Section 5.10 No Third-party Enforcement**

This Grant shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Grant shall be deemed to confer benefits or rights to any other parties.

### **Section 5.11 Effect of Invalidity of Clauses**

If any clause or provision of this Grant is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Grant.

### **Section 5.12 Authorizations**

This Grant is subject to all necessary state and federal approvals.

### **Section 5.13 Prohibited Activities and Conflict of Interest**

The Grantee certifies and agrees that it, its employees, affiliates, Subgrantees, consultants, and those who have a Grant with the Grantee shall:

- A. Not have any interest that conflicts with the performance of services under the Grant for the duration of the Grant, as determined by EOHHS. The Grantee shall inform EOHHS of any potential conflict of interest, in any degree, arising during the term of this Grant; and
- B. Not have been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

### **Section 5.14 Compliance with Laws**

- A. The Grantee shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to its property or its operations under the terms of this Grant. EOHHS may unilaterally amend this Grant in order to ensure compliance with such laws and regulations.
- B. The Grantee shall promptly execute and comply with any amendment to this Grant that EOHHS determines is necessary to ensure compliance with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority.

### **Section 5.15 Amendments**

The parties may amend this Grant where such amendment does not violate state or federal statutory, regulatory, or waiver provisions, provided such amendment is in writing, signed by both parties, and attached hereto. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

## **Section 5.16 Counterparts**

This Grant may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **Section 5.17 Section Headings**

The headings of the sections of this Grant are for convenience only and shall not affect the construction hereof.

## **Section 5.18 Waiver**

EOHHS' exercise or non-exercise of any authority under this Grant including, but not limited to, review and approval of materials submitted in relation to the Grant, shall not relieve the Grantee of any obligations set forth herein, nor be construed as a waiver of any of the Grantee's obligations or as acceptance by EOHHS of any unsatisfactory practices or breaches by the Grantee.

## **Section 5.19 Record Keeping, Quality Review, Audit, and Inspection of Records**

- A. The Grantee shall maintain all books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Grant, as determined by EOHHS, to the extent and in such detail as shall properly substantiate claims for payment under the Grant and in accordance with the requirements in Section 7 of the Commonwealth Terms and Conditions. Specifically, the Grantee shall:
1. Maintain all pertinent records in a cost-effective and easily retrievable format;
  2. In accordance with **Section 5.7.C**, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI and any other data and materials used by the Grantee under this Grant; and
  3. In accordance with **Section 5.7.E**, immediately notify EOHHS both orally and in writing if the Grantee has any reason to believe that any data applicable to the Grant have been improperly accessed, disseminated, misused, copied, or removed.
- B. EOHHS, the Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, or any of their duly authorized representatives or designees, or any other state or federal oversight agency shall have the right at reasonable times and upon reasonable notice to:
1. Examine and copy books, records, and other compilations of data pertaining to the performance of this Grant;
  2. Evaluate through inspection or other means the quality, appropriateness, and timeliness of the Grantee's performance under the Grant; and
  3. Inspect and audit the financial records of the Grantee and its Subgrantees related to the performance of this Grant.

## **Section 5.20 Requirements for Subgrantees**

In addition to the provisions of Section 9 of the Commonwealth Terms and Conditions, the following provisions shall apply to all subawards:

- A. The Grantee shall hire Subgrantees in performing the requirements of this Grant Agreement subject to EOHHS' approval.
- B. The Grantee shall maintain in writing all subawards relating to this Grant Agreement.
- C. All Subgrantees and subawards are subject to EOHHS' approval, which may include reviewing any subaward documents or contracts or processes, meeting with the perspective Subgrantee, or requiring resumes of the Subgrantee's key personnel.
- D. All such subawards must contain all relevant provisions of this Grant Agreement and the Commonwealth Terms and Conditions appropriate to the service or activity and all terms of such subawards must be consistent with all terms and conditions of this Grant Agreement.
- E. The Grantee must obligate in writing all such Subgrantees to comply with all data privacy and data security provisions, including any obligations that the Grantee undertakes under any confidentiality agreements pertaining to personal data or protected health information as may be required under state or federal law.
- F. The Grantee is fully responsible for any Subgrantee's performance and for meeting all terms and requirements of this Grant Agreement. The Grantee shall not be relieved of any legal obligation under this Grant Agreement, regardless of whether the Grantee enters into subaward agreements for performance of any Grant responsibility.

## **Section 5.21 Entire Agreement**

This Grant constitutes the entire agreement of the parties with respect to the subject matter hereof including all Attachments and Appendices hereto, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein. The terms of this Grant shall prevail notwithstanding any variances with the terms and conditions of any written or verbal communication subsequently occurring, except as otherwise provided herein.

## **Section 5.22 Administrative Procedures Not Covered**

Administrative procedures not provided for in this Grant shall be set forth where necessary in separate memoranda from time to time.

## **Section 5.23 Remedies for Poor Performance**

EOHHS may seek remedies for poor performance on the part of the Grantee under this Grant. If the Grantee fails to perform in a manner that is satisfactory to EOHHS, EOHHS may take one or more of the following actions:

- A. Require the Grantee to develop and submit a corrective action plan for EOHHS's review and approval. EOHHS will approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan shall correct the deficiency. EOHHS may also initiate a corrective action plan for the Grantee to implement. The Grantee shall promptly and diligently implement the corrective action plan as approved by EOHHS. Failure to implement the corrective action plan may subject the Grantee to termination of the Grant by EOHHS;
- B. Suspend or recover payments from the Grantee; or
- C. Terminate the Grant as EOHHS determines appropriate.

**Section 5.24 Termination**

EOHHS may terminate this Grant immediately and without prior written notice upon any of the following events:

- A. If EOHHS determines, in its sole discretion, that the Grantee has materially breached any of its obligations under this Grant or fails to complete obligations under this Grant to EOHHS's satisfaction. Prior to terminating this Grant as permitted above, EOHHS, in its sole discretion, may provide an opportunity for the Grantee to cure or end the breach. If such an opportunity is provided, but cure is not feasible, or the Grantee fails to cure the breach or end the violation within a time period set by EOHHS, EOHHS may terminate the Grant; or
- B. Cessation in whole or in part of state funding for the project or changes in applicable state or federal law or initiatives that makes termination of the Grant necessary or advisable as determined by EOHHS.

**Section 5.25 Fraud**

- A. The Grantee shall notify EOHHS in writing within ten (10) calendar days if it or, where applicable, any of its Subgrantees receive or identify any information that gives them reason to suspect that an EOHHS client or Commonwealth Grantee has engaged in fraud as defined under 42 CFR 455.2 or other applicable law. In the event of suspected fraud, no further contact shall be initiated with such client or Grantee on that specific matter without EOHHS's approval.
- B. The Grantee and, where applicable, its Subgrantees shall cooperate, as reasonably requested in writing, with the Office of the Attorney General's Medicaid Fraud Division (MFD), the Office of the State Auditor's Bureau of Special Investigations (BSI), or other applicable enforcement agency. Such cooperation shall include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding fraud and abuse, maintaining the confidentiality of any such investigations, and making knowledgeable staff available at no charge to support any investigation, court, or administrative proceeding.

## **Section 5.26 Restrictions of Use of the Commonwealth Seal**

Grantees are not allowed to display the Commonwealth of Massachusetts Seal in their response package or subsequent marketing materials if they are awarded a Grant because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

## **Section 5.27 Order of Precedence**

The Grantee's response specified below is incorporated by reference into this Grant. Any ambiguity or inconsistency between these documents shall be resolved by applying the following order of precedence:

- A. This Grant Agreement, including any amendments hereto;
- B. The Grant Application issued by EOHHS on July 26, 2018; and
- C. The Grantee's Response to the Grant Application.

## **Section 5.28 Notices**

Notices to the parties as to any matter hereunder shall be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

### **To EOHHS:**

Linn Torto  
Executive Office of Health and Human Services  
One Ashburton Place, 11th Floor  
Boston, MA 02108

### **With Copies to:**

General Counsel  
Executive Office of Health and Human Services  
One Ashburton Place, 11th Floor  
Boston, MA 02108

EOHHS Contracts Unit  
600 Washington Street – 7<sup>th</sup> Floor  
Boston, MA 02111

### **To the Grantee:**

Elizabeth Albert, Director  
Barnstable County  
3195 Main Street  
Barnstable, MA 02630

**Homeless Youth Program Budget**

Homeless Youth Program Budget		FISCAL YEAR	FY19	Date Submitted	10/29/18	Submitted By	Barnstable County		
5- Cape and Islands	Organization Name -->	Barnstable County	HAC	CHAMP	HPC	MVCS	Fairwinds		
Region	Organization Type -->	Grantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee
FUNDING REQUEST	TOTAL								
Program Staff Payroll	111,429	24,872	28,281	12,855	28,281	8,570	8,570		
Tax/Fringe Benefits	8,529	8,529							
<i>Fringe Rate</i>		34.29%	0.00%	0.00%	0.00%	0.00%	0.00%		
# of Program Staff FTEs	2.05	0.50	0.50	0.25	0.50	0.15	0.15		
<b>Total Staffing</b>	<b>119,958</b>	<b>33,401</b>	<b>28,281</b>	<b>12,855</b>	<b>28,281</b>	<b>8,570</b>	<b>8,570</b>		
Consultants	40,000	40,000							
Subcontracts (excl. Program services)									
Training	1,000	1,000							
Travel	2,716	540				944	1,232		
Meals									
Facilities									
Direct Financial Assistance/Flexible Funds:									
Rent/rent arrears	5,000	5,000							
Move-in costs	10,000	10,000							
Security Deposits	28,000	28,000							
Utilities	5,000	5,000							
Education Stipends									
Other	8,917	8,917							
<b>Total Direct Financial Assistance</b>	<b>56,917</b>	<b>56,917</b>							
Equipment									
Supplies									
Other									
<b>Total Direct Expenses</b>	<b>220,591</b>	<b>131,858</b>	<b>28,281</b>	<b>12,855</b>	<b>28,281</b>	<b>9,514</b>	<b>9,802</b>		
Indirect Expenses	12,250	12,250							
<i>Indirect Rate</i>		9.29%	0.00%	0.00%	0.00%	0.00%	0.00%		
<b>TOTAL EXPENSES</b>	<b>232,841</b>	<b>144,108</b>	<b>28,281</b>	<b>12,855</b>	<b>28,281</b>	<b>9,514</b>	<b>9,802</b>		

Program Budget

**Instructions**

Refer to Section 4 of Grant Agreement for specifics of allowable and non-allowable costs.

Complete the sections highlighted in white, as follows:

Cell H3	Enter fiscal year
Cell J3	Enter date when submitted to EOHHS
Cell L-M3	Enter name of person submitting budget
Cell B5	Enter Program Region
Row 5; cells F onward	Enter the name of each organization that participates in the Program. If you are proposing more than 7 subgrantees, please contact EOHHS and ask for a modified form.
Rows 11-12, 20-25, 28-33, 36-38, 42	Enter line item amounts proposed for funding.
Rows 11-12	Enter EOHHS-funded costs of Program staff.
Row 20	Enter proposed Program staff FTEs.
Row 21	Enter costs associated with subcontractors who are not subgrantees (e.g. temp agencies, IT support). Subgrantees are reported in their own separate columns.
Rows 33, 38	To the extent feasible, please classify costs under the other line items, and only use this line item in limited cases.
Row 42	Refer to Section 4 of Grant Agreement for specific requirements.

Do not modify any formulas.

Do not delete rows or columns.

## Homeless Youth Budget Justification

**Note: The figures represented in this budget are based upon an 8- month contract term beginning November 1, 2018 – June 30, 2019.**

### **1. Program Staff**

- a. \$ 33,401 Barnstable County will hire a .5FTE Program Director graded at SPT5, at an hourly rate of  $\$34.014 \times 731.23 \text{ hrs.} = \$24,872.25$  for an 8 mo. Period. Fringe is calculated at the following rates 1.45% Medicare, 21.70% Retirement% workman's comp., and 3.12 Misc. fringe = \$ 8528.83.
- b. Program staff for subgrantees was calculated proportionally based upon projections of # of clients served in an 8-month period at a rate of \$35.20 including fringe/benefits which was an average of hourly rates provided by two subgrantees (HPC and HAC). Estimated that the project will serve 50 YYA: HAC will serve 33%, HPC 33%, CHAMP 15%, MVCS 10% and Fairwinds 10%

### **2. Consultant**

- a. \$40,000. 533 hrs. @ \$75 per hr. Barnstable County will hire a consultant to conduct the needs assessment in Year 1. The figure is based upon quotes obtained in 2017 for a similar project/similar level of expertise.

### **3. Training**

- a. \$1000.00/4 trainings. The Project Plan proposes 4 trainings @ \$250.00 per training for misc. expenses associated with the training including trainer fees. Barnstable County will provide the training facilities at no charge.

### **4. Travel**

- a. \$ 540. 00 Barnstable County staff travel is figured at 1000 mi @ .54 cents per mi.
- b. \$ 944.00 MVCS is based on a roundtrip rate for 2 staff to attend 8 Partner meetings using the ferry @ \$59.00 per round trip ticket.
- c. \$1232 Fairwinds travel is based on a roundtrip rate for 2 staff to attend 8 partnership meetings using the ferry @ \$77.00 per round trip ticket.

### **5. Direct Financial Assistance**

- a. \$56,917.00 is based upon providing 20 YYA direct financial assistance at an average rate of \$2400.00 per episode. This figure was provided by HAC based upon what they currently spend on average for this type of assistance. If funded, the grantee will develop a mechanism so that subgrantees will be able to access direct financial assistance for their clients. \$8,917 will be devoted to a TBD youth orientated weather/winter response.

### **6. Indirect Cost Rate**

- a. \$12,250 is a 9.29% minims rate based on \$ 131,858 in total grantee direct expenses.

**Homeless Youth Program Budget**

Homeless Youth Program Budget		FISCAL YEAR	FY20	Date Submitted	10/29/18	Submitted By	Barnstable County		
5- Cape and Islands	Organization Name -->	Barnstable County	HAC	CHAMP	HPC	MVCS	Fairwinds		
Region	Organization Type -->	Grantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee	Subgrantee
FUNDING REQUEST	TOTAL								
Program Staff Payroll	126,080	34,822	29,997	13,514	29,730	9,009	9,009		
Tax/Fringe Benefits	10,610	10,610							
<i>Fringe Rate</i>		30.47%	0.00%	0.00%	0.00%	0.00%	0.00%		
# of Program Staff FTEs	2.05	0.50	0.50	0.25	0.50	0.15	0.15		
<b>Total Staffing</b>	<b>136,690</b>	<b>45,432</b>	<b>29,997</b>	<b>13,514</b>	<b>29,730</b>	<b>9,009</b>	<b>9,009</b>		
Consultants	20,000	20,000							
Subcontracts (excl. Program services)									
Training	2,100	2,100							
Travel	3,451	975	100	100	100	944	1,232		
Meals									
Facilities									
Direct Financial Assistance/Flexible Funds:									
Rent/rent arrears	5,000	5,000							
Move-in costs	10,000	10,000							
Security Deposits	28,000	28,000							
Utilities	5,000	5,000							
Education Stipends									
Other	10,000	10,000							
<b>Total Direct Financial Assistance</b>	<b>58,000</b>	<b>58,000</b>							
Equipment									
Supplies									
Other									
<b>Total Direct Expenses</b>	<b>220,241</b>	<b>126,507</b>	<b>30,097</b>	<b>13,614</b>	<b>29,830</b>	<b>9,953</b>	<b>10,241</b>		
Indirect Expenses	12,600	12,600							
<i>Indirect Rate</i>		9.96%	0.00%	0.00%	0.00%	0.00%	0.00%		
<b>TOTAL EXPENSES</b>	<b>232,841</b>	<b>139,107</b>	<b>30,097</b>	<b>13,614</b>	<b>29,830</b>	<b>9,953</b>	<b>10,241</b>		

**Program Budget**

**Instructions**

Refer to Section 4 of Grant Agreement for specifics of allowable and non-allowable costs.

Complete the sections highlighted in white, as follows:

Cell H3	Enter fiscal year
Cell J3	Enter date when submitted to EOHHS
Cell L-M3	Enter name of person submitting budget
Cell B5	Enter Program Region
Row 5; cells F onward	Enter the name of each organization that participates in the Program. If you are proposing more than 7 subgrantees, please contact EOHHS and ask for a modified form.
Rows 11-12, 20-25, 28-33, 36-38, 42	Enter line item amounts proposed for funding.
Rows 11-12	Enter EOHHS-funded costs of Program staff.
Row 20	Enter proposed Program staff FTEs.
Row 21	Enter costs associated with subcontractors who are not subgrantees (e.g. temp agencies, IT support). Subgrantees are reported in their own separate columns.
Rows 33, 38	To the extent feasible, please classify costs under the other line items, and only use this line item in limited cases.
Row 42	Refer to Section 4 of Grant Agreement for specific requirements.

Do not modify any formulas.

Do not delete rows or columns.

## Homeless Youth Budget Justification

**Note: The figures represented in this budget are based upon a 12 contract term beginning July 1, 2019 – June 30, 2020.**

### **1. Program Staff**

- a. \$ 45,432 Barnstable County will hire a .5FTE Program Director graded at SPT5, at an hourly rate of \$ 35.71/ \$34,822 annual salary. Fringe is calculated at the following rates 1.45% Medicare, 21.70% Retirement, 4% workman's comp., 3.12% misc. fringe = \$ 10,610. The hourly rate reflects a 5% increase from FY 19.
- b. \$91,258 for subgrantees FTEs was calculated proportionally based upon projections of # of clients served in a 12-month period at a rate of \$36.96 including fringe/benefits, this rate is based upon an average hourly rate provided by two subgrantees (HPC and HAC). It is estimated that the project will serve 50 YYA: HAC will serve 33%, HPC 33%, CHAMP 15%, MVCS 10% and Fairwinds 10%. The hourly rate reflects a 5% increase from FY 19.

### **2. Consultant**

- a. \$20,000. Barnstable County will hire a consultant for 266 hrs. @ rate of \$75.00 to assist in implementation of evidenced based interventions identified in the Year 1 assessment. The hourly rate is based upon quotes obtained in 2017 for a similar project/similar level of expertise.

### **3. Training**

- a. \$2100.00/8 trainings @ \$262.50 per training for misc. expenses trainer fees, food, stipends, & materials. Barnstable County will provide the training facilities at no charge. Training will be for staff and YYA.

### **4. Travel**

- a. \$ 975. 00 Barnstable County staff travel is figured at 1000 mi @ .54 cents per mi. plus travel to Islands for YYA Grant monitoring.
- b. \$300.00 misc. travel expenses for 3 cape-based organizations to attend partnership meetings.
- c. \$ 944.00 MVCS travel is based on a roundtrip rate for 2 staff to attend 8 Partner meetings using the ferry @ \$59.00 per round trip ticket.
- d. \$1232 Fairwinds travel is based on a roundtrip rate for 2 staff to attend 8 partnership meetings using the ferry @ \$77.00 per round trip ticket.

### **5. Direct Financial Assistance**

- a. \$58,00.00 is based upon providing 20 YYA direct financial assistance at an average rate of \$2400.00 per episode. This figure was provided in FY18 by HAC based upon what they currently spend on average for this type of assistance. The grantee will reimburse direct financial assistance to subgrantees based upon submission of required

documentation. \$ 10,000 will be devoted to a TBD youth orientated weather/winter response.

**6. Indirect Cost Rate**

- a. \$12,600 is a 9.96% minims rate based on \$ 126,507 in grantee direct expenses.

# AGENDA ITEM 8c

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY  
COMMUNITY SEPTIC MANAGEMENT  
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427  
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers  
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

[www.barnstablecountysepticloan.org](http://www.barnstablecountysepticloan.org)

**MEMORANDUM**

**DATE:** December 4, 2018  
**TO:** County Commissioners  
**FROM:** Community Septic Management Loan Program  
**SUBJECT:** Certificates for Dissolving Septic Betterments

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Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon parcels of real estate in Notices of Betterment Assessment recorded as:

- Document No. 876754, Lot 10, Plan 11963-J, Certificate of Title No. 165734; Document No. 894488, Lot 527, Plan 6139-S, Sh 4, Certificate of Title No. 167348; Document No. 918963, Unit 21, Plan 25929-D-2, Certificate of Title No. C2-21; Registry District of the Land Court and;
- Book 4860, Page 189; Book 16724, Page 182; Book 21015, Page 240; Barnstable County Registry of Deeds;

stating that betterments were to be assessed pursuant to betterment agreements for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

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Leo G. Cakounes, Chair

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Ronald R. Beaty, Vice-Chair

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Mary Pat Flynn, Commissioner

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Date