

AGENDA PACKET
07/10/19 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of July 10, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the twenty-sixth day of June, A.D. 2019

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Elizabeth Braccia Director of Finance/Treasurer

Priscilla Ellis Administrative Assistant, Finance

Andrew Platt AmeriCorps Program Coordinator

Quan Tobey Officer, Resource Development Office

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of June 12, 2019

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of June 12, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

b. Regular Meeting of June 19, 2019

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of June 12, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

a. Travel Report from Quan Tobey, Resource Development Officer, for a trip to Denver, Colorado from May 20, 2019 through May 24, 2019 for a grant management certificate program through Management Concepts

Mr. Tobey detailed his job responsibilities and explained the need for the program he participated in. He also explained the nature of the program in detail.

b. Ordinance 19-11: Establishing the Barnstable County AmeriCorps Advisory Board

Motion by Commissioner Beaty to approve Ordinance 19-11, establishing the Barnstable County AmeriCorps Advisory Board, as presented, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Platt addressed the Board and explained this ordinance was a housekeeping item due to the previous lack of an ordinance covering this board.

c. Ordinance 19-12: Amending Section 2.13 of the Barnstable County Administrative Code, Children's Cove

Motion by Commissioner Beaty to approve Ordinance 19-12, amending Section 2.13 of the Barnstable County Administrative Code, Children's Cove, as presented, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

d. Resolution 19-02, Establishing a Charter Review by the Assembly of Delegates, required by Article 9, General Provisions, Section 9-4, Periodic Review, Charter and Ordinances, Subsection (a), Charter/Ordinance Review, of the Barnstable County Home Rule Charter

Chairman Bergstrom and Commissioner Beaty explained that this item was placed on the agenda as a procedural formality and it requires no action.

7. New Business – Other business not reasonably anticipated by the Chair

There was no new business at this meeting.

8. Commissioners' Actions

a. Authorizing the filling of the AmeriCorps Cape Cod Program Coordinator position due to vacancy and grant requirements

Motion by Commissioner Beaty to authorize the filling of the AmeriCorps Cape Cod Program Coordinator position due to vacancy and grant requirements, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Platt informed the Board that he was transferring to a different position within the County, He also explained the need to fill this position quickly due to the upcoming start of the new program year.

b. Authorizing the execution of Certificates for Dissolving Septic Betterments

Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

The Board presented no reports at this meeting.

10. County Administrator and Staff Reports

Mr. Yunits introduced Ms. Braccia to the Board and spoke regarding the need for a supplemental budget. Chairman Bergstrom asked for a report on the effects of the Early Retirement Incentive Program offered by the County. Mr. Yunits gave a lengthy report and discussed with the Board recent efforts by the Town of Barnstable and the County to obtain federal funds to clean up the County Fire Rescue Training Academy. Mr. Yunits also spoke regarding the completion of the dredging season and detailed repair work that Ellicott Dredges will perform.

11. Adjournment

Barnstable, ss. at 10:52 A.M. on this twenty-sixth day of June_A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Commissioners Regular Meeting of June 12, 2019
- Draft minutes of the Board of Commissioners Regular Meeting of June 19, 2019
- Travel Report from Quan Tobey, Resource Development Officer, for a trip to Denver, Colorado from May 20, 2019 through May 24, 2019 for a grant management certificate program through Management Concepts
- Ordinance 19-11: Establishing the Barnstable County AmeriCorps Advisory Board
- Ordinance 19-12: Amending Section 2.13 of the Barnstable County Administrative Code, Children's Cove
- Resolution 19-02, Establishing a Charter Review by the Assembly of Delegates, required by Article 9, General Provisions, Section 9-4, Periodic Review, Charter and Ordinances, Subsection (a), Charter/Ordinance Review, of the Barnstable County Home Rule Charter
- Memorandum dated June 21, 2019 to the County Commissioners from Justyna Marczak, Human Resources Director, about the AmeriCorps Cape Cod Program Coordinator Vacancy
- County of Barnstable Personnel and New Hire Form regarding the AmeriCorps Cape Cod Program Coordinator Vacancy executed June 21, 2019
- Memorandum dated June 21, 2019 to the County Commissioners from the Community Septic Management Loan Program about Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, July , 2019.

A true copy, attest:

Janice O'Connell, Regional Clerk

AGENDA ITEM 8a

Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, for the period of March 1, 2019 through June 30, 2019



**EMPLOYEE / ELECTED OFFICIAL
REIMBURSEMENT FORM**

Kristy Senatori
EMPLOYEE NAME

24652
EMPLOYEE VENDOR CODE#

Cape Cod Commission
DEPARTMENT

FOR THE MONTH OF March - May 2019

ALLOCATION OF CHARGES

<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
0105002-5282	388.82
TOTAL CHARGES	388.82

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

Kristy Senatori _____
Signature of Employee requesting reimbursement
8/27/19
Date

Approved and Ordered Paid:

Ron Bergstrom, Mary Pat Flynn, Ron Beaty

EMPLOYEE / ELECTED OFFICIAL REIMBURSEMENT FORM

EMPLOYEE NAME

Kristy Senatori

EMPLOYEE VENDOR CODE #

24652

DEPARTMENT

Cape Cod Commission

DATE

TRIP PURPOSE

2/22/2019	Meeting with EPA/DEP re: 208 update, implementation, progress reports (mileage previously reimbursed)
3/4/2019	Mashpee Board of Selectmen meeting
3/8/2019	Selectmen & Councilors meeting
3/8/2019	Meeting with Town of Brewster Administrator, staff
3/14/2019	Town Managers meeting
3/21/2019	Community Leadership Institute - guest speaker
3/25/2019	Keating event at WHOI re: Blue Economy
4/8/2019	Meeting with Clean Water Trust re: CCIWPF Management Board
4/11/2019	Mashpee Rotary Study meeting
4/12/2019	Selectmen & Councilors meeting
4/18/2019	Bourne TV - featured guest
4/25/2019	Meeting with Cape Cod Foundation ED
5/9/2019	Town Managers meeting
5/20/2019	Cape Cod Climate Change Collaborative meeting

Garage At Post Office Square
Zero Post Office Square
Boston, MA 02109
617-423-1430

Receipt

L/R #11
T/D #07
Entry Time
Paid Time
Parking Time
Parking Fee

A Payment No. 00145811
Ticket No. 050799
02/22/2019 (Fri) 9:33
02/22/2019 (Fri) 13:52
4:19
Rate A \$40.00

MASTERCARD
Account # *****2685
Slip # 147068
Auth Code 000007487P
Credit Card Amount \$40.00
Total \$40.00

Thank You For Your Visit
Please Come Again !

Center Plaza Garage

1 Center Plaza
02108 Boston
617-742-7807

Receipt 4809/0604/604 04/08/19 12:31:49

010100 Pay Parking Ticket 42.00 \$
04/08/19 10:19 - 04/08/19 12:31
Length of stay: 0 Days, 02:12
02994287070011019098371640??

Total Amount 42.00 \$

Credit Mastercard 42.00 \$

Mastercard

SEMATOZI/KRISTY 0
Customer No. XXXX XXXX XXXX 2685
Amount = \$ 42.00

** Thank you **



3225 Main St, Barnstable, MA 02630 to Woods Hole Oceanographic Institution Drive 29.6 miles, 54 min

3/25/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- 37 s (456 ft)
- ↑ 1. Head southwest toward Main St
- 190 ft
- ↘ 2. Turn right toward Main St
- 266 ft

Take Phinneys Ln, MA-28 N/Falmouth Rd, MA-151 W, MA-28 S and Sippewissett Rd to Water St in Falmouth

- 49 min (29.4 mi)
- ↘ 3. Turn right onto Main St
- 0.2 mi
- ↘ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 3.3 mi
- ↘ 6. Slight right onto MA-28 N/Falmouth Rd
- 8.3 mi
- ⦿ 7. At the traffic circle, take the 2nd exit onto MA-151 W
- 6.7 mi
- ⤴ 8. Turn left to merge onto MA-28 S toward Falmouth
- 4.5 mi
- ↘ 9. Slight right onto W Falmouth Hwy
- 315 ft
- ⤵ 10. Sharp left onto Palmer Ave
- 0.8 mi
- ↘ 11. Turn right onto Sippewissett Rd
- 2.9 mi
- ⤵ 12. Turn left onto Quissett Harbor Rd
- 305 ft
- ↘ 13. Turn right at the 1st cross street onto Woods Hole Rd
- 2.0 mi

**EMPLOYEE / ELECTED OFFICIAL
REIMBURSEMENT FORM**



Kristy Senatori
EMPLOYEE NAME

24652
EMPLOYEE VENDOR CODE#

Cape Cod Commission
DEPARTMENT

FOR THE MONTH OF Jun-19

ALLOCATION OF CHARGES

ACCOUNT NUMBER	AMOUNT
0105002-5281	952.59
0105002-5282	126.72
0105004-5421	125.00
TOTAL CHARGES	1,204.31

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

Kristy Senatori
Signature of Employee requesting reimbursement

6/27/19
Date

Approved and Ordered Paid:

Ron Bergstrom, Mary Pat Flynn, Ron Beaty



The Seelbach Hilton

LOUISVILLE

THE SEELBACH HILTON
 500 Fourth Avenue | Louisville, KY | 40202
 T: 502 585 3200 | F: 502 585 9239
 W: hilton.com

NAME AND ADDRESS:

Senatori, Kristy

Room: 742/D2E
 Arrival Date: 6/12/2019 4:22:00 PM
 Departure Date: 6/14/2019

Adult/Child: 0/0
 Room Rate: 122.00

Rate Plan: GV
 HH #: 185***** BLUE
 AL:
 Car:



Confirmation Number: *****

6/13/2019

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
6/12/2019	GUEST ROOM	DJENKINS6	4189553	\$122.00		
6/12/2019	LOCAL BED TAX	DJENKINS6	4189553	\$10.37		
6/12/2019	STATE SALES TAX	DJENKINS6	4189553	\$8.02		
6/12/2019	TRANSIENT ROOM TAX	DJENKINS6	4189553	\$1.22		
6/13/2019	GUEST ROOM	DJENKINS6	4190199	\$122.00		
6/13/2019	LOCAL BED TAX	DJENKINS6	4190199	\$10.37		
6/13/2019	STATE SALES TAX	DJENKINS6	4190199	\$8.02		
6/13/2019	TRANSIENT ROOM TAX	DJENKINS6	4190199	\$1.22		
	WILL BE SETTLED					\$283.22
	TO MC*2685					
	EFFECTIVE BALANCE					\$0.00
	OF					



Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,000 hotels and resorts in 100 countries, please visit Honors.com



Thank you for choosing Hilton. You'll get more when you book directly with us - more destinations, more points, and more value. Book your next stay at hilton.com.



ACCOUNT NO. _____ DATE OF CHARGE _____ FOLIO NO./CHECK NO. 855724 A

CARD MEMBER NAME _____ AUTHORIZATION _____ INITIAL _____

ESTABLISHMENT NO. & LOCATION _____ ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT _____ PURCHASES & SERVICES _____

_____ TAXES _____

_____ TIPS & MISC. _____

CARD MEMBER'S SIGNATURE _____ TOTAL AMOUNT _____

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND. PAYMENT DUE UPON RECEIPT

Kristy Senatori

From: American Airlines <no-reply@notify.email.aa.com>
Sent: Monday, May 20, 2019 2:43 PM
To: Kristy Senatori
Subject: Your trip confirmation-UWDBLS 12JUN



Hello Kristy Senatori!

Issued: May 20, 2019



Your trip confirmation and receipt

Record locator: **UWDBLS**

[Manage Your Trip](#)

Wednesday, June 12, 2019

BOS	→	LGA	Seats: 18D
10:00 AM		11:18 AM	Class: Economy (G)
Boston		New York La Guardia	Meals:
American Airlines 2163			

LGA	→	SDF	Seats: 12B
12:05 PM		2:35 PM	Class: Economy (G)
New York La Guardia		Louisville	Meals:
American Airlines 3659			
OPERATED BY ENVOY AIR AS AMERICAN EAGLE.			

[Free entertainment with the American app »](#)

Friday, June 14, 2019

SDF

11:07 AM

Louisville

American Airlines 5260

OPERATED BY PSA AIRLINES AS AMERICAN EAGLE.

CLT

12:44 PM

Charlotte

Seats: [19D](#)

Class: Economy (V)

Meals:

CLT

1:20 PM

Charlotte

American Airlines 471

BOS

3:36 PM

Boston

Seats: [27D](#)

Class: Economy (V)

Meals: Food For Purchase

Kristy Senatori



AAC

No i

Earn miles with this trip.

[Join AAdvantage »](#)

Ticket # 0012355585734

Your trip receipt



Master Card XXXXXXXXXXXXXXX2685

Kristy Senatori

FARE-USD

\$ 398.14

TAXES AND CARRIER-IMPOSED FEES

\$ 74.36

TICKET TOTAL

\$ 472.50



Hotel offers



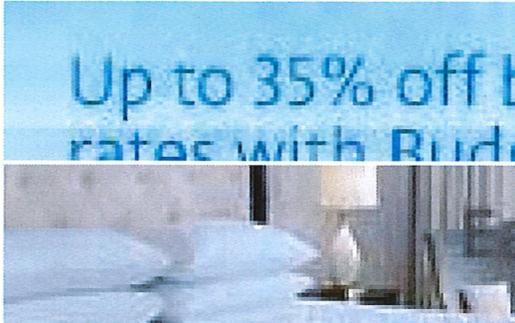
Car rental offers



Buy trip insurance



SuperShuttle



[Contact us](#) | [Privacy policy](#)

Get the American Airlines app



Baggage Information

Baggage charges for your itinerary will be governed by American Airlines BAG ALLOWANCE - BOSSDF-No free checked bags/ American Airlines BAG ALLOWANCE -SDFBOS-No free checked bags/ American Airlines 1STCHECKED BAG FEE-BOSSDF-USD30.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM 1STCHECKED BAG FEE-SDFBOS-USD30.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM 2NDCHECKED BAG FEE-BOSSDF-USD40.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM 2NDCHECKED BAG FEE-SDFBOS-USD40.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM ADDITIONAL ALLOWANCES AND/OR DISCOUNTS MAY APPLY

If you have purchased a NON-REFUNDABLE fare the itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has NO VALUE.. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at

PARADIES AIRPORT SHOPS - LOUISVILLE
LOUISVILLE INTERNATIONAL AIRPORT
LOUISVILLE, KY

SALESPERSON # 55944

XXX VITAMIN WATER 1922396000
3.49 TT

SUBTOTAL \$3.49
TAX11 \$0.21
TOTAL \$3.70
CASH \$5.00
CHANGE \$1.30

CUSTOMER COPY

ITEMS 1
06/14/2019 10:16AM
000586 01 55944 7295

Thank You for Shopping at
The Paradies Shops
LOUISVILLE INTERNATIONAL AIRPORT
CELEBRATING 50 YEARS IN BUSINESS!!
No Returns Or Exchanges On Electronics!

Receipt no 8327/0656/656 06/14/19 P.1/1
Location of your car: Level , Row
Pay Parking Ticket \$ 105.00
06/12/19 08:37 - 06/14/19 16:08
Length of stay: 2 Dy. 7 Hr. 31 Min.
Total Amount \$ 105.00
Credit Mastercard \$ 105.00
=114 6?2: 50:6 2685

Island Queen Ferry
Parking Receipt

No. 18-03239

\$ 20.00 Date: 6/17/19

PARK AT YOUR OWN RISK

The Company assumes no
responsibility for fire, theft, damage,
flood, collision or Acts of God

Berkshire Farms Market
Logan Airport
Boston, MA 02128

Order #2195

Host: Eunice
Order #2195

06/12/2019
3:49 AM
20196

1Liter Poland Spring
BAGEL W/CC

3.95
3.65

Subtotal

7.60

STATE/LOC FOOD Tax

0.53

Total Tax

0.53

ORDER Total

8.13

CASH

20.00

Change

11.87

www.BerkshireFarmsMarket.com

Show Us Some Love!!!

Instagram & Twitter @berkshirefarmsmarket

Complete Our Guest Survey

Visit: www.tastesonthefly.com

For a Complimentary Item

--- Check Closed ---

Kristy Senatori

From: Congress for the New Urbanism <cnuinfo@cnu.org>
Sent: Thursday, June 27, 2019 2:55 PM
To: Kristy Senatori
Subject: Thank you for donating

Kristy --

Thank you for making a CNU membership payment. Here is your receipt.

	Congress for the New Urbanism Receipt	CONFIRMATION # 101803
DONOR	Kristy Senatori	AMOUNT
ADDRESS	3225 Main St, Barnstable, MA 02630, United States	\$125.00
PHONE	5083623828	DATE
EMAIL	ksenatori@capecodcommission.org	Jun 27 2019
EMPLOYER		TYPE
OCCUPATION		Credit Card
		A PORTION OF YOUR MEMBERSHIP CONTRIBUTION MAY BE TAX DEDUCTIBLE.

--==--
This email was sent to ksenatori@capecodcommission.org. To stop receiving updates on this page, [unfollow here](#).
Congress for the New Urbanism · 1720 N St NW, Washington, DC 20036, United States

Created with [NationBuilder](#), software for leaders.

AGENDA ITEM 8b

Authorizing a proclamation designating September 8, 2019 through September 15, 2019 as “Suicide Prevention Awareness Week” in Barnstable County

The County of Barnstable



A Proclamation

Whereas, in the United States, one person dies by suicide every 12 minutes and 121 people die by suicide each day; and

Whereas, 20 veterans die by suicide each day; and

Whereas, suicide is the second leading cause of death for Massachusetts residents ages 15-44 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

Whereas, suicide is a tragic and disruptive event for families and communities ~ it is estimated that annually, there are 6.3 million suicide loss survivors who have lost a loved one to suicide; and

Whereas, suicide is a public health issue and a community concern, and through increased education and awareness of the issue a great number of suicides can be prevented;

Therefore, the Barnstable County Board of Regional Commissioners on this tenth day of July, A.D. 2019 do hereby officially designate the week of September 08 - 15, 2019 as "Suicide Prevention Week" in the County of Barnstable, in the Commonwealth of Massachusetts.

*In witness whereof we set our hands and
Cause the seal of this County to be affixed.*

RONALD BERGSTROM, CHAIR

MARY PAT FLYNN, VICE-CHAIR

RONALD R. BEATY, COMMISSIONER

AGENDA ITEM 8c

Authorizing the Approval of a Grounds Request from the Cape & Islands Suicide Prevention Coalition to use of the front lawn of the Superior Courthouse on September 12, 2019 for an Annual Ribbon Ceremony



BARNSTABLE COUNTY

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

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

MEMORANDUM

DATE: July 9, 2019
TO: Board of Regional Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Grounds Request from the Cape & Islands Suicide Prevention Coalition

Please authorize the approval of a grounds request from the Cape & Islands Suicide Prevention Coalition to use of the front lawn of the Superior Courthouse on September 12, 2019 for an Annual Ribbon Ceremony, subject to the County Use Policy, including yet not limited to, proof of insurance, post event clean-up, and any other provisions set forth by the Facilities Director.

Approved:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 8d

Authorizing the execution of an agreement for a grant from the Massachusetts Children's Alliance, in the amount of \$77,273.00, for the period of October 1, 2018 through June 30, 2019, to support the salary and fringe benefits for the CSEC (Commercial Sexual Exploitation of Children) Case Manager Position



MASSACHUSETTS CHILDREN'S ALLIANCE

**MACA FY2020 VOCA-funded Statewide Commercial Sexual Exploitation
of Children (CSEC) Service Enhancement Project
Program Support Agreement**

CONTRACTOR LEGAL NAME: County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center	MA STATE CHAPTER: Massachusetts Children's Alliance (MACA)
CONTRACT MANAGER: Stacy Gallagher	CONTRACT MANAGER: Thomas King, Executive Director
Phone: 508-375-0410 Fax: 508-375-0409 E-mail address: sgallagher@childrenscove.org	Phone: (617) 573 – 9800 Fax: (617) 573 – 9832 E-mail address: tking@machildrensalliance.org
LEGAL ADDRESS: P.O. Box 427 Barnstable, MA 02630	BUSINESS MAILING ADDRESS: 11 Beacon Street, Suite 321 Boston, MA 02108

This is a joint agreement between MACA and the County of Barnstable Children's Cove
Award Amount: \$77,273

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE:

1. FUNDING WILL BE UTILIZED AS OUTLINED IN THE MACA FY2020 STATEWIDE CSEC SERVICE ENHANCEMENT PROJECT APPLICATION.
2. FUNDING FOR THE RELATED SERVICES WILL NOT BEGIN UNTIL JULY 1, 2019.
3. ALL FUNDS WILL BE EXPENDED BY JUNE 30, 2020.
4. MONTHLY FISCAL INVOICES WILL BE SUBMITTED TO MACA AS REQUIRED.
5. QUARTERLY VICTIM ASSISTANCE DATA WILL BE SUBMITTED TO MACA AS REQUIRED.
6. ONE SITE VISIT BY MACA STAFF AND/OR MACA BOARD OF DIRECTORS MAY OCCUR DURING GRANT PERIOD.
7. PARTICIPATION BY CONTRACT MANAGER IN GRANT INFORMATIONAL SESSIONS IS REQUIRED.

TERMINATION DATE OF THIS AGREEMENT: This Agreement shall terminate on June 30, 2020.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ (Signature of Contractor's Authorized Signatory)	AUTHORIZING SIGNATURE FOR MACA: X: _____ (Signature of Contractor's Authorized Signatory)
DATE: _____ (Date must be handwritten at time of signature)	DATE: _____ (Date must be handwritten at time of signature)
NAME: RONALD BERGSTROM; MARY PAT FLYNN; RONALD BEATY	NAME: THOMAS KING
TITLE: BARNSTABLE COUNTY COMMISSIONERS	TITLE: EXECUTIVE DIRECTOR

This project is supported by the Massachusetts Office for Victim Assistance through a Victims of Crime Act of 1984 (VOCA) grant from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice.

FY20 Application (Continuation)

Applicant Information

Name of CAC: County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center

CAC Leadership (Name): Stacy Gallagher

CAC Leadership (Title): Director

Note any changes in contact information (Programmatic or Fiscal) for FY20: NO

Authorized Signatory : _____

Signature: Ronald Bergstrom; Mary Pat Flynn; Ronald Beaty

Title: Barnstable County Commissioners

Date: July , 2019

Narrative:

As a function of membership, CACs submit programmatic information to MACA regularly, via an annual grantmaking process. If applicable, please briefly describe any significant programmatic changes since your most recent grant application (FY'19) submitted to MACA (if none, you may indicate "N/A").

NA

Describe any changes proposed since FY19 to the CSEC Case Manager positions and the anticipated caseload for FY'2020 (July 1, 2019 – June 30, 2020).

The CSEC Case Manager is full-time with full benefits and receives a 2% COLA increase for FY20. She anticipates a caseload of 60 for FY20.

FY20 Budget Narrative:

FY'2020 (July 1, 2019 – June 30, 2020) contract maximum will be \$77,273 to support salary plus fringe benefits and indirect expenses for a full-time CSEC Case Manager position for each CAC for the full twelve months (July 1, 2019 – June 30, 2020).

Personnel Include the following information:

- Position title: Forensic Interviewer/CSEC Case Manager
- Annual Salary (if hourly include rate x hours = salary) = \$29.999/hr. x 37.5 hrs./week x 52 weeks = **\$58,498.05**
- Actual dollar amount funded by FY2020 contract = **\$44,098.53** (19.6 pay periods = 39.2 weeks)
- Identify other funding source (if less than 100% funded by contract)
- *MACA (6.4 pay periods = 12.8 wks = \$14,399.52*

\$44,098.53

Fringe Benefits Include the following information:

- Fringe Benefits rate = 57%
- Actual dollar amount funded by FY2020 contract = **\$25,447.17**
- *Balance of Fringe Benefits to be paid by MACA=\$6,605.00*

\$25,447.17

Indirect Rates (if applicable) Include the following information:

- Approved indirect rate: **10% De Minimis rate**
- Actual dollar amount funded by FY2020 contract

\$7,727.30

The intent of this contract is to support salary, fringe benefits and indirect costs (if applicable) related to the CSEC Case Manager position. However, if the total salary, fringe benefits, and indirect rate costs for FY'20 are less than the contract amount (\$77,273), remaining balance may be budgeted towards in-state travel (outreach, education, meeting attendance), supplies (computer, phone, office supplies), and/ or training necessary for the CSEC Case Manager position.

Travel Include the following information:

- Mileage: rate of mileage reimbursement x miles
- Tolls, parking fees

0

Supplies/Equipment Include the following information:

- Type of office supplies & cost

0

Total **\$77,273.00**



MASSACHUSETTS CHILDREN'S ALLIANCE

Request for Response (RFR)
FY2020 Statewide Commercial Sexual Exploitation of Children (CSEC)
Service Enhancement Project (Continuation from FY2019)

Massachusetts Children's Alliance
11 Beacon Street Suite 321, Boston, MA 02108
Telephone (617) 573-9800
www.machildrensalliance.org

Introduction

The goal of the Massachusetts Children's Alliance (MACA) VOCA-funded Statewide CSEC Service Enhancement Project is to enhance services for children impacted by commercial sexual exploitation (CSEC) by ensuring a coordinated response is available to child victims statewide from Pittsfield to Provincetown, through the addition of CSEC Case Manager positions in each jurisdiction.

As a closed coalition of the Commonwealth's 12 Children's Advocacy Centers (CACs), MACA is uniquely positioned to ensure victims of commercial sexual exploitation (CSEC), an underserved population, have access to the streamlined, trauma-informed MDT response of a Children's Advocacy Center, which includes Department of Children and Families (DCF), law enforcement, prosecution, victim advocacy, mental health, and medical professionals. This project will build upon and sustain the work and recommendations of the MA Attorney General's Human Trafficking Task Force and the 5-year MA Child Welfare Trafficking Grant.

CSEC Case Managers will serve children ($x < 18$) who are victims of or at risk of commercial sexual exploitation. The duties of the CSEC Case Manager may include: case intake, review, and coordination; victim advocacy; provision of referrals for services; forensic interviewing; outreach and education; maintaining data and case tracking; and other duties as necessary.

Objectives:

The objectives of this RFR are:

- 1) Ensure that all child victims of commercial sexual exploitation receive a trauma-informed, victim-focused service response from child abuse professionals.
- 2) Ensure that child serving professionals are able to properly identify cases of CSEC in their respective judicial district.
- 3) Ensure that each Children's Advocacy Center in the Commonwealth has the organizational capacity for proper response and services for CSEC victims.

Eligibility:

The RFR is open to MACA membership (Children's Advocacy Centers) holding accredited or associate membership with the National Children's Alliance (NCA). Applicants must follow the application procedures and subsequent reporting responsibilities. Only one proposal may be submitted from each CAC.

Contracts

FY'2020 (July 1, 2019 – June 30, 2020) contracts will be available in the amount of \$77,273 to support salary plus fringe benefits and indirect expenses for a full-time CSEC Case Manager position for each CAC for the full twelve months (July 1, 2019 – June 30, 2020). Please note the increase from FY19 contract levels, due to the extended length of contract, as well as to accommodate for a cost of living increase for the CSEC Case Manager positions.

The Massachusetts Children's Alliance and each successful applicant will enter into a contract in which the recipient of MACA funds agrees utilize funds to support a CSEC Case Manager position.

Method for Cost Reimbursement

As a VOCA-funded initiative, contracts will be cost reimbursement. Successful applicants will be provided the necessary instruction and forms regarding reimbursement on a monthly basis. Successful applicants must have sufficient funds on hand to support the project without a cash advance. Successful applicants will submit monthly invoices for salary, fringe benefits, and indirect rate expenses. **Reimbursement will be made only after the approved costs are incurred and expensed.**

Reporting

In addition to monthly invoices, for FY'2020, successful applicants will submit quarterly victim assistance data to Massachusetts Children's Alliance.

One site visit by MACA staff to discuss reporting, compliance, as well as the position, outcomes, challenges, may occur during FY20.

Training

MACA will host training opportunities for CSEC Case Managers in FY20; however, training may also be included in your budget proposal. Please note that all out of state travel and training must receive express approval from MACA prior to requesting reimbursement. *The approved budget does not serve as "express" approval.* Final written approval for out of state travel and training must be obtained through MACA 45 days PRIOR to making travel arrangements or registration for training. MACA will make available the out of state travel request form.

AGENDA ITEM 8e

Authorizing the execution of an amendment to an agreement, acting by and through the Cape Cod Commission, with the Town of Barnstable, in the amount of \$334,020.00, to utilize transportation mitigation funds for its Intersections Improvement Project, extending the deadline from June 30, 2019 to December 31, 2019

Amendment
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 21st day of March 2018 (attached) by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this _____ day of _____ in the year two thousand nineteen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE

Ronald Bergstrom, Chairman



Mark Ells, Town Manager

Mary Pat Flynn, Vice-Chair

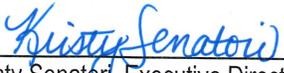
6 28 2019

Date

Ronald Beaty, Commissioner

Date

CAPE COD COMMISSION



Kristy Senatori, Executive Director

7/3/19

Date

Memorandum of Agreement
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

This Memorandum of Agreement (Agreement) is entered into this 21st day of March 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Barnstable (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used by the Town of Barnstable to support planning, design and implementation of transportation improvements in the town, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for expenses related to several roadway and pedestrian improvement projects in the Town as outlined in its request dated February 16, 2018, incorporated herein as Attachment A. The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed, and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$334,020 for expenses incurred in connection with this Agreement. The Commission will reimburse the Town as invoices are submitted as described in 1A above.

3. DURATION

A) This Memorandum of Agreement shall be effective until June 30, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____ day of _____ in the year two thousand eighteen.

BARNSTABLE COUNTY COMMISSIONERS

[Signature]
Leo Cakounes, Chairman
[Signature]
Ronald Beaty, Vice-Chairman
[Signature]
Mary Pat Flynn, Commissioner

03/21/18
Date

TOWN OF BARNSTABLE

[Signature]
Mark Ellis, Town Manager
3-2-2018
Date

CAPE COD COMMISSION

[Signature]
Kristy Senatori, Acting Executive Director

3/7/18
Date



The Town of Barnstable

Office of Town Manager

367 Main Street, Hyannis, MA 02601

Office: 508.862.4610

Fax: 508.790.6226

www.town.barnstable.ma.us

Citizens' Resource Line: 508.862.4925



Mark S. Ells, Town Manager
mark.ells@town.barnstable.ma.us

M. Andrew Clyburn, Assistant Town Manager
andy.clyburn@town.barnstable.ma.us

FEB 26 2018

February 16, 2018

Kristi Senatori, Acting Executive Director
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

Dear Ms. Senatori:

We would like to request that \$279,178 (Atlantis), \$ 41,067 (Cape Cod Hospital Addition), and \$13,775 (BJ's Addition) in DRI Mitigation funds be transferred to the Town of Barnstable in support of roadway and pedestrian improvements. These funds will be used to pay for the design of intersection improvements to Phinney's Lane and Kidd's Hill Road and Wilkens Lane and Attucks Lane; sewer and water infrastructure on Merchant's Way and Industrial Boulevard; pedestrian improvements on Independence Drive and Attucks Lane; and a pedestrian crossing on Mary Dunn Road from the proposed Cape Cod Rail Trail Phase III. Construction of the improvements is supported by a MassWorks Infrastructure Grant. The DRI Funds will provide the required match for this project. Thank you for consideration of this request.

Sincerely,

Mark S. Ells, Town Manager

AGENDA ITEM 8f

Authorizing the execution of an amendment to a contract, for a grant from the Massachusetts Executive Office of Elder Affairs, to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program, in the amount of \$69,092.00 for Fiscal Year 2020

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME County of Barnstable (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD
Legal Address: (W-9, W-4, T&C): 3195 Main St., Barnstable, MA. 02630-1105	Business Mailing Address: Room 517, 1 Ashburton Place, Boston, MA. 02108
Contract Manager: Quan Tobey	Billing Address (if different):
E-Mail: quan.tobey@barnstablecounty.org	Contract Manager: Neil Petrocelli
Phone: 1-508-375-6965 Fax: 1-508-375-6887	E-Mail: neil.petrocelli@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 617-222-7427 Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CT ELD 0364SHINEPROGRAM2014barn RFR/Procurement or Other ID Number: ELD-RFR-2013-03
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2019</u> Enter Amendment Amount: \$ <u>69,092.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>483,644.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of the amendment is to fund the final year of the final 2 year option of the contract for SFY 20. No options remain	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2019</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <u> </u> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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.	
CONTRACT END DATE: 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.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , 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 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.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ronald Bergstrom Ronald R. Beaty Mary Pat Flynn</u> Print Title: <u>Barnstable County Commissioners</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peggy Conneely</u> Print Title: <u>Director of Accounting and Contracts</u>

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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 10991 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.

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.

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 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.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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 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**.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th 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 [TIIRs](#).

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 "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.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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.

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: County of Barnstable	Department Name: Executive Office of Elder Affairs
Program Type: SHINE Counseling, Outreach and Training Consortia	Document ID #: CT ELD 0364 shineprogram2014barn
Program Name: SHINE Program	UFR Program #:
Program Address: P.O. Box 427, 3195 Main Street	MMARS Program Code: 8036
City/State/Zip: Barnstable, MA. 02630-1105	Other Reference Information (Information Purposes Only):
Contact Person: Quan Tobey Telephone: 508-375-6965 fax – 508-375-6887 Email – quan.tobey@barnstablecounty.org	Contact Person: Cynthia Phillips, SHINE Director Neil Petrocelli, Contracts Manager Telephone: (617) 727-7750
RFR INFORMATION: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> RFR Reference # <u>RFR-2013-03</u> <input type="checkbox"/> legislative exemption <input type="checkbox"/> emergency <input type="checkbox"/> collective purchase <input type="checkbox"/> interim <input type="checkbox"/> amendment	
SCOPE OF SERVICES: <input type="checkbox"/> Bidders Response Attached <input checked="" type="checkbox"/> Description of Services Attached	
TOTAL ANTICIPATED CONTRACT DURATION: <u>7/1/13</u> to <u>6/30/20</u>	
INITIAL DURATION: <u>7/1/13</u> to <u>6/30/16</u>	
OPTIONS TO RENEW: <u>NO options to renew</u>	

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)	2014	\$48,377.02	2020	\$69,092.00		
OPTION 1: PRICE AGREEMENT (list price)	2015	\$89,806.98				
\$ _____	2016	\$69,092.00				
rate regulation (if any) <u>651 CMR</u>	2017	\$73,592.70				
<input type="checkbox"/> OPTION 2: SUMMARY BUDGET (T lines only)	2018	\$69,092.00				
<input type="checkbox"/> unit rate	2019	\$69,092.00				
<input type="checkbox"/> cost reimbursement						
<input type="checkbox"/> other _____						
<input checked="" type="checkbox"/> OPTION 3: COMPLETE BUDGET						
<input checked="" type="checkbox"/> cost reimbursement						
<input type="checkbox"/> unit rate						
<input type="checkbox"/> other _____						
	Total: \$419,052.70		Total: 69,092.00		Total :	
	Multi-Year Total: \$488,144.70					
CURRENT MAX OBLIGATION: <u>\$69,092.00</u> UNIT RATE: \$ _____ # BILLABLE UNITS: _____						
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: Reimbursement will be made via Payment Voucher with the Executive Office of Elder Affairs Standard Invoice. Payment Vouchers are due at Elder Affairs on a monthly basis on the 25 th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, ect. that supports the cost for which reimbursement is requested (including sub-contractors.)						
BRIEF DESCRIPTION OF PERFORMANCE:						

**PURCHASE OF SERVICE
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE**

Program Name: SHINE PROGRAM	Document ID#: CT ELD 0364 SHINEPROGRAM2014barn	MMARS Code: 8036	Program Type Counseling Outreach and Training Consortia	UFR Prog. # ELD-RFR-2013-03
---------------------------------------	---	-------------------------	---	---------------------------------------

AMENDMENT #6, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs \$
- 2a. Program Offsets:
- | <u>Source</u> | <u>Amount</u> |
|---------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- 2b. Offsets for Non-Reimbursable Costs: _____
 Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) (\$_____)
3. Net Adjusted Program Costs (LINE 1 minus LINE 2) \$_
4. Total Program Capacity (# of units) _____ (Type of unit)
5. Share of Total Capacity Purchased by Contract (# of units) % (% of line 4)
6. Negotiated Utilization Factor, if any _____%
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) (# of units)
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)
9. Maximum # of Billable Units (LINE 5 x LINE 6)

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION – FY 2020

11. for Unit Rate: Line 8 X Line 9 \$ 69,092.00
 For Other Price Calculation Method, Enter Obligation from Line 10
 For Cost Reimbursement: Enter Reimbursable Cost Total from Program Budget
12. Invoice Offset
- | <u>SOURCE</u> | <u>AMOUNT</u> |
|---------------|---------------|
| _____ | _____ |
12. Subtotal: \$
13. Maximum Obligation for the Program (LINE 11 minus LINE 12) \$ 69,092.00
14. Capital Budget (from Capital Budget Form), if applicable \$ 0.00
15. **Total Maximum Obligation for Program** (LINE 13 + LINE 14) \$ 69,092.00

FOR INFORMATION ONLY:

<u>SOURCE</u>	<u>AMOUNT</u>	Other Revenue Sources (Only if % in LINE 5 is less than 100%)
_____	_____	
_____	_____	

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: SHINE PROGRAM		Document ID#: CT ELD 0364shineprogram2014barn		MMARS Code: 8036		Program Type Counseling Outreach and Training Consortia		UFR Prog. #		
		Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	**Offset	Source	Reimbursable Cost
Program Component										
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)	1	58,706.32							
	SUBTOTAL STAFF		58,706.32							
150	Payroll Taxes		851.24							
151	Fringe Benefits		9,534.44							
T	Total Direct Care/Program Staff									
Title	Occupancy									
301	Program Facilities									
390	Fac. Oper/Main/Furn									
T	Total Occupancy									
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir.Care									
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
215	Program Supplies/Mat									
T	Total Other Direct Care/Program									
Title	Direct Admin Expenses									
216	Program Support									
410 & 390	Other Direct Administrative Expenses									
T	Total Direct Administrative Exp.									
T	SUBTOTAL PROGRAM COSTS		69,092.00							
410 T	Agency Admin. Support Allocation	%	\$							
T	Commercial Earn. Factor, if applicable	%	\$							
T	PROGRAM TOTAL		69,092.00							

** A. \$ _____ Subtotal of offsets which are for non-reimbursable costs.** Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00. *** Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$ _____

ATTACHMENT # 1
Requirements for SHINE Program: Scope of Services

The SHINE Program will provide funds to the Barnstable County.

Barnstable County is required to provide the following services:

MIPPA Funding

- Provide information, screening and application assistance regarding Low Income subsidy (LIS), Medicare Savings Plans (MSP), Medicare Part D enrollment and State Pharmaceutical Assistance Program (Prescription Advantage) to all Medicare beneficiaries who may qualify
- Provide information about LIS, MSP, Medicare Part D and PA in all outreach events
- Outreach to low-income populations as identified by LIS zip code as being in high need
- Coordinate training and outreach events with area partners such as local Councils on Aging, area health care facilities and the regional ADRC and partners who have expertise across aging and disability and underserved populations.
- Educate on preventive care features of the Affordable Care Act, specifically the annual wellness benefit, free preventive cancer screenings and wellness education.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.

SHINE Funding

- Maintain Regional Office Staffing: Regional Director, Outreach Coordinator, and Administrative Assistant and health benefits counselors to ensure that the office is staffed during normal business hours and during high volume times.
- Maintain a sufficient number of hours per week for the SHINE Regional Director position to manage program activities. Between 15 to 37.5 hours per week is recommended.
- Meet with the state SHINE Director to review Performance Measures set by CMS and develop work plan. CMS Performance Measures include the following:
 1. Number of total client contacts per 1,000 Medicare beneficiaries;
 2. Number of persons reached through public and media activities;
 3. Number of substantial, personal counseling contacts (10+ minutes);
 4. Number of contacts coded with a person with a disability;
 5. Number of low-income individuals contacted and/or contacts that discussed the low-income subsidy;
 6. Number of beneficiaries assisted with enrollment;
 7. Number beneficiaries assisted with Part D enrollment (specifically); and,
 8. Number of total counselor hours per 1,000 beneficiaries.
- Establish, coordinate and initiate one-to-one personalized health insurance counseling, prescription drug plan cost analysis and comparison, and application assistance if needed

- Perform Outreach services to underserved populations such as the mentally disabled dual eligible under 65, rural Medicare beneficiaries, caregivers, ethnic and groups with other than English as their primary language
- When funds are available, allow the Regional Director or designee to attend the CMS Annual SHIP (State Health Insurance Program) Conference.
- Up to \$25 per SHINE counselor will be reserved for volunteer recognition whether it is holiday party, gift card or other event as determined by the Regional Director every year.
- Review any IT related expenditures such as laptops and iPADS with State SHINE Director prior to purchasing for volunteer counselor use.
- Document each client contact and outreach activity on the National Performance Reporting (NPR) Client Contact Form and the Public and Media activity forms
- Submit all required forms to the SHINE Program Manager for data entry at the end of each quarter.
- The Agency may retain overhead costs at their respective agency audited rate **but not to exceed 15% of the amount awarded for said costs listed under this category.** A copy of the audited financial statements which indicates the agency overhead rate is to be furnished to the SHINE director no later than 30 days after the audited financials have been filed with the Office of the State Comptroller.

AGENDA ITEM 8g

Authorizing the execution of the discharge of a mortgage by Andrea Zalgenas, held by Barnstable County, dated January 29, 2016 and recorded with the Barnstable County Land Court Registry as Document 1287310

DISCHARGE OF MORTGAGE

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, is the holder of a mortgage by **Andrea Zalgenas**, to

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, dated January 29, 2016 recorded with the Barnstable County Land Court Registry as Document 1287310, acknowledges satisfaction of the same.

Witness our hand and seal this ____ day of _____, 2019

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn** and **Ronald R. Beaty**, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

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

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: Discharge of HOME Mortgage
127 Jones Road, Marstons Mills / Andrea Zalgenas
Date: July 2, 2019

Enclosed, please find an original Discharge of Mortgage for the above-reference property, respectfully requested to be properly executed by the County Commissioners.

The loan amount of ten thousand (\$10,000.00) has been paid in full.
