AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of July 10, 2019
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

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

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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

Form Approved August 2018
## IN-STATE TRAVEL

Expense incurred in traveling in performance of official duties.

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<th>To and Return</th>
<th>Miles</th>
<th>Amount</th>
<th>Begin</th>
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<th>Transportation &amp; Parking</th>
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**Totals:** 529 306.820 0.00 82.00 0.00 0.00 0.00 0.00 388.820

## OUT-OF-STATE TRAVEL

Pre-Approved expense(s) incurred in traveling in performance of official duties.

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<th>To and Return</th>
<th>Miles</th>
<th>Amount</th>
<th>Begin</th>
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<th>Misc.</th>
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<th>Breakfast</th>
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**Totals:** 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
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**Center Plaza Garage**

1 Center Plaza
02108 Boston
617-742-7807

Receipt 4609/0604/604  04/08/19 12:31:49

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Total Amount: 42.00

Credit Mastercard: 42.00

**Mastercard**

Customer No. XXXX XXXX XXXX 2605
Amount = $ 42.00

Thank you

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Center Plaza Garage

1 Center Plaza
02108 Boston
617-742-7807

Receipt 4609/0604/604  04/08/19 12:31:49

<table>
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Total Amount: 42.00

Credit Mastercard: 42.00

**Mastercard**

Customer No. XXXX XXXX XXXX 2605
Amount = $ 42.00

Thank you

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Google Maps

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

1. Head southwest toward Main St
   37 s (456 ft)
   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

3. Turn right onto Main St
   49 min (29.4 mi)
   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

<table>
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**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:

[Signature]

Signature of Employee requesting reimbursement  
6/27/19  
Date

Approved and Ordered Paid:

Ron Bergstrom,  
Mary Pat Flynn,  
Ron Beaty

Form Approved August 2018
### IN-STATE TRAVEL

Expense incurred in traveling in performance of official duties.

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<th>Date</th>
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<th>Breakfast</th>
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**Totals:** 184 106.720 125.00 20.00 0.00 0.00 0.00 251.720

### OUT-OF-STATE TRAVEL

Pre-Approved expense(s) incurred in traveling in performance of official duties.

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**Totals:** 138 80.04 472.50 105.00 283.22 8.13 3.70 0.00 952.59
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<td>Chatham Board of Selectmen</td>
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<tr>
<td>6/17/2019</td>
<td>Presentation, Martha's Vineyard Futureworks</td>
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<tr>
<td>6/18/2019</td>
<td>Cape Cod Chamber Annual Meeting</td>
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<tr>
<td>6/25/2019</td>
<td>Dennis Board of Selectmen</td>
</tr>
<tr>
<td>6/27/2019</td>
<td>Congress for New Urbanism membership renewal</td>
</tr>
</tbody>
</table>
OUT-OF-STATE TRAVEL AUTHORIZATION

Please complete the information below:

Employee Name & Title: Kristy Senatori, Executive Director

Date(s) of Travel: June 11 - June 14, 2019

Destination: Louisville, KY

Trip Purpose:
To attend Congress for New Urbanism, the premier national placemaking event, convening urbanists and placemakers from all 50 states and around the globe to exchange ideas, explore urban places, work alongside residents, and learn in the field.

Please attach conference material (ie: agendas, event schedules)

Approximate cost(s) of:

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<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
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<td>Hotel</td>
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<tr>
<td>Transportation</td>
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<td>Meals ($38/day with receipts)</td>
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Total Estimated Cost(s): $1,547.50

Approvals:

Please note: This is not an approval of expense reimbursement

Approved by: [Signature]

Date

County Administrator

Date 2-22-19

Employee(s) are required to write a written Travel Report and give a presentation to the Commissioners within 30 days of their return.
**The Seelbach Hilton**

**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 #:** 189**** BLUE  
**AL:**  
**Car:**

**Confirmation Number:** **********

**6/13/2019**

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**TO MC*2685**
**EFFECTIVE BALANCE**
**OF**

$283.22

**$0.00**

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.**

**CARD MEMBER NAME**

**ESTABLISHMENT NO. & LOCATION**

**CARD MEMBER'S SIGNATURE**

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.
Hello Kristy Senatori!

Your trip confirmation and receipt

Record locator: UWDBLS

Manage Your Trip

Wednesday, June 12, 2019

BOS 10:00 AM → LGA 11:18 AM
Boston  
New York La Guardia
American Airlines 2163

Seats: 18D  
Class: Economy (G)  
Meals:

LGA 12:05 PM → SDF 2:35 PM
New York La Guardia  
Louisville
American Airlines 3659
OPERATED BY ENVOY AIR AS AMERICAN EAGLE.

Seats: 12B  
Class: Economy (G)  
Meals:
Friday, June 14, 2019

SDF  
11:07 AM  
Louisville

→

CLT  
12:44 PM  
Charlotte

American Airlines 5260  
OPERATED BY PSA AIRLINES AS AMERICAN EAGLE.

CLT  
1:20 PM  
Charlotte

→

BOS  
3:36 PM  
Boston

American Airlines 471

Seats: 19D
Class: Economy (V)
Meals:

Seats: 27D
Class: Economy (V)
Meals: Food For Purchase

Kristy Senatori

Earn miles with this trip.

Join AAdvantage »

Ticket # 0012355585734

Your trip receipt

Master Card XXXXXXXXXXXX2685

Kristy Senatori

FARE-USD  
$ 398.14
Baggage Information

Baggage charges for your itinerary will be governed by American Airlines BAG ALLOWANCE - BOSSDF-No free checked bags/ American Airlines BAG ALLOWANCE - SCFBOSSDF-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 # 95944

XXX VITAMIN WATER 19222396000 3.49 TT

SUBTOTAL $3.49
TAX $0.21
TOTAL $3.70
CASH $5.00
CHANGE $1.30

CUSTOMER COPY

06/14/2019 10:16AM 000586 01 55944

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

Berkshire Farms Market
Logan Airport
Boston, MA 02128

Order #2195

Host: Eunice
06/12/2019 3:49 AM
20196

1Liter Poland Spring
3.95

BAGEL W/CC
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

Visit: www.tastesonthefly.com
For a Complimentary Item
--- Check Closed ---

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

www.BerkshireFarmsMarket.com
Show Us Some Love!!!
Instagram & Twitter @berkshirefarmsmarket
Complete Our Guest Survey
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

DONOR
Kristy Senatori

ADDRESS
3225 Main St, Barnstable, MA
02630, United States

PHONE
5083623828

EMAIL
ksenator@capecodcommission.org

AMOUNT
$125.00

DATE
Jun 27 2019

TYPE
Credit Card

A PORTION OF YOUR MEMBERSHIP CONTRIBUTION MAY BE TAX DEDUCTIBLE.

---

This email was sent to ksenator@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
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 R. BEATY, COMMISSIONER

MARY PAT FLYNN, VICE-CHAIR

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

<table>
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<tr>
<th>CONSTRUCTOR LEGAL NAME:</th>
<th>MA STATE CHAPTER:</th>
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<tbody>
<tr>
<td>County of Barnstable Children’s Cove: The Cape and Islands Child Advocacy Center</td>
<td>Massachusetts Children’s Alliance (MACA)</td>
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<tr>
<th>CONTRACT MANAGER:</th>
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<tbody>
<tr>
<td>Stacy Gallagher</td>
<td>Thomas King, Executive Director</td>
</tr>
</tbody>
</table>

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<th>PHONE:</th>
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<tr>
<td>508-375-0410</td>
<td>508-375-0409</td>
<td>(617) 573 – 9800</td>
<td>(617) 573 – 9832</td>
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<th>E-MAIL ADDRESS:</th>
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<tr>
<td><a href="mailto:stgallagher@childrenscoop.org">stgallagher@childrenscoop.org</a></td>
<td><a href="mailto:tking@machildrensaliance.org">tking@machildrensaliance.org</a></td>
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<tr>
<th>LEGAL ADDRESS:</th>
<th>BUSINESS MAILING ADDRESS:</th>
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<tr>
<td>P.O. Box 427</td>
<td>11 Beacon Street, Suite 321</td>
</tr>
<tr>
<td>Barnstable, MA 02630</td>
<td>Boston, MA 02108</td>
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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.


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.

<table>
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<tr>
<th>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</th>
<th>AUTHORIZING SIGNATURE FOR MACA:</th>
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</thead>
<tbody>
<tr>
<td>X: (Signature of Contractor’s Authorized Signatory)</td>
<td>X: (Signature of Contractor’s Authorized Signatory)</td>
</tr>
</tbody>
</table>

DATE: 
(Date must be handwritten at time of signature)

NAME: RONALD BERGSTROM;
MARY PAT FLYNN; RONALD BEATY
TITLE: BARNSTABLE COUNTY COMMISSIONERS

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.

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 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

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.
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.

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.
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.

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.
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

________________________________________
Ronald Bergstrom, Chairman

________________________________________
Mary Pat Flynn, Vice-Chair

________________________________________
Ronald Beaty, Commissioner

Date

CAPE COD COMMISSION

________________________________________
Kristy Senatori, Executive Director

Date

TOWN OF BARNSTABLE

________________________________________
Mark Ells, Town Manager

Date

6/28/2019

7/3/19
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

BARNSTABLE COUNTY COMMISSIONERS

Leo Dakounes, Chairman
Ronald Beatty, Vice-Chairman
Mary Pat Flynn, Commissioner

TOWN OF BARNSTABLE

Mark Ellis, Town Manager

Date

3/1/18

CAPE COD COMMISSION

Kristy Senatori, Acting Executive Director

Date

3/1/18
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
This form is jointly issued and published by the Executive Office for Administration and Finance (AOF), 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/ld under OSD Forms.

**CONTRACTOR LEGAL NAME**  County of Barnstable

**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

**Phone:** 1-508-375-6695

**Fax:** 1-508-375-6887

**E-Mail:** neil.petrocelli@state.ma.us

**Vendor Code Address ID:** (e.g. “AD001”): AD001

**Contractor Vendor Code**: VC6000194979

**Phone:** 617-222-7427

**Fax:** 617-727-9368

**CONTRACTOR LEGAL NAME:**  Barnstable County Commissioners

**Print Title:**  Barnstable County Commissioners

**Print Name:**  Ronald Bergstrom

**Print Name:**  Ronald R. Beaty

**Print Name:**  Mary Pat Flynn

**Print Name:**  Peggy Conneely

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

**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 intercess for Commonwealth owed debts under 815 CMR 9.00.

- [X] Commonwealth Terms and Conditions 
- [ ] Commonwealth Terms and Conditions For Human and Social Services

**APPLICATION:** (Check one only)

- [X] 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.)

**PROJECT 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 % PPD; Payment issued within 15 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: x agree to standard 45 day cycle statutory/legal or Ready Payments (815. c. e. 29 § 23A): ; [ ] 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.

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:

- [X] 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- [X] 2. may be incurred as of July 1, 2019, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- [ ] 3. were incurred as of , 20 , 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 June 30, 2020, 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 conditions, to allow any close out or transition process, 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, and is incorporated by reference into this Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: __________________________ Date: ______________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Ronald Bergstrom

Print Name: Ronald R. Beaty

Print Name: Mary Pat Flynn

Print Name: Peggy Conneely

Print Title: Barnstable County Commissioners

(Updated 3/21/2014) Page 1 of 5
The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined in a hyperlink to an Internet or bookmarked site and are unofficial versions of these documents 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 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 Employee 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 Employee only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone, and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor 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., "A0001") 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 Manager.

**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 local government purchases through the Statewide Contract program.

**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 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 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 the amount 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.
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. PPDs 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 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.

PAYMENTS AND PROMPT PAY DISCOUNTS
Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the earliest 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.

BuK in 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 125 and G.L. c. 94H, §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 cannot 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 any 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 cannot 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 any 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 cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents.
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, § 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 1406B and G.L. c.152, § 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 (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 at least 45 days prior to the end of the fiscal year. The Contractor must deliver all invoices for payment made and received (goods, services and/or invoice). Contract overpayments will be subject to immediate collection. 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 a determination of performance delivered and accepted, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Contracts 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 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.

The Contractor 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 interest or offset. The Contractor must report any new state or federal debt to the Commonwealth. 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 a determination of performance delivered and accepted, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

A Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If a determination of performance delivered and accepted, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

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 § 794; 29 USC c. 16 § 718; 29 USC c. 16 § 701; 29 USC c. 14 § 622; the 42 USC c. 45 (Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 151B (Workers' Compensation); G.L. c. 151F (Liability for Injuries); 29 USC c. 6 (Federal Fair Labor Standards); 29 USC c. 29 and the Federal Fair Labor Standards Act; Title VII of the Civil Rights Act; the Age Discrimination in Employment Act; the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; and the Uniform Commercial Code.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 512, if qualified through the SBPP ORCOMBYS subscription process at: mass.gov/masscombuys.com 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 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 and no provision herein shall bar the Commonwealth's right 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 such claim, or the maximum amount the contractor's entire liability under this Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.
Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation or terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradicating 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 provisions with 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 “UOS” 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 139. 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)(4)-(d) and IRS Alg. Income Business (Revenue) 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 the Governor’s office, 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 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, § 38 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.
**PROGRAM INFORMATION**

<table>
<thead>
<tr>
<th>Contractor Name: County of Barnstable</th>
<th>Department Name: Executive Office of Elder Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Type: SHINE Counseling, Outreach and Training Consortia</td>
<td>Document ID #: CT ELD 0364 shineprogram2014barn</td>
</tr>
<tr>
<td>Program Name: SHINE Program</td>
<td>UFR Program #:</td>
</tr>
<tr>
<td>Program Address: P.O. Box 427, 3195 Main Street</td>
<td>MMARS Program Code: 8036</td>
</tr>
<tr>
<td>City/State/Zip: Barnstable, MA. 02630-1105</td>
<td>Other Reference Information (Information Purposes Only):</td>
</tr>
<tr>
<td>Contact Person: Quan Tobey</td>
<td>Contact Person: Cynthia Phillips, SHINE Director</td>
</tr>
<tr>
<td>Telephone: 508-375-6965 fax – 508-375-6887</td>
<td>Neil Petrocelli, Contracts Manager</td>
</tr>
<tr>
<td>Email – <a href="mailto:quan.tobey@barnstablecounty.org">quan.tobey@barnstablecounty.org</a></td>
<td>Telephone: (617) 727-7750</td>
</tr>
</tbody>
</table>

**SCOPE OF SERVICES:**

- Bidders Response Attached
- Description of Services Attached

**TOTAL ANTICIPATED CONTRACT DURATION:** 7/1/13 to 6/30/20

**INITIAL DURATION:** 7/1/13 to 6/30/16

**OPTIONS TO RENEW:** NO options to renew

---

**FISCAL TERMS**

**PRICE IS ESTABLISHED THROUGH:** (CHECK 1, 2, OR 3)

- **OPTION 1: PRICE AGREEMENT** (list price)
  
  - $ rate regulation (if any) 651 CMR

- **OPTION 2: SUMMARY BUDGET** (T lines only)
  
  - unit rate
  - cost reimbursement
  - other

- **OPTION 3: COMPLETE BUDGET**
  
  - cost reimbursement
  - unit rate
  - other

**FUNDING SUMMARY**

<table>
<thead>
<tr>
<th>Prior Years</th>
<th>Current Year</th>
<th>Future Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY</td>
<td>Amount</td>
<td>FY</td>
</tr>
<tr>
<td>2014</td>
<td>$48,377.02</td>
<td>2020</td>
</tr>
<tr>
<td>2015</td>
<td>$89,806.98</td>
<td>2016</td>
</tr>
<tr>
<td>2017</td>
<td>$73,592.70</td>
<td>2018</td>
</tr>
<tr>
<td>2019</td>
<td>$69,092.00</td>
<td></td>
</tr>
</tbody>
</table>

Total: $419,052.70 Total: 69,092.00 Total: 

Multi-Year Total: $488,144.70

**CURRENT MAX OBLIGATION:** $69,092.00 **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 25th day of the month following the monthly service delivery period. It is incumbent upon the contractor to maintain all records, time sheets, documentation, etc. that supports the cost for which reimbursement is requested (including sub-contractors.)

**BRIEF DESCRIPTION OF PERFORMANCE:**
AMENDMENT #6, IF APPLICABLE:

UNIT RATE CALCULATION
1. Program Total Costs $________________
2a. Program Offsets: Source Amount
   ____________________  ____________________
   ____________________  ____________________
   ____________________  ____________________
   ____________________  ____________________
2b. Offsets for Non-Reimbursable Costs: ____________________  ____________________
   Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.
2. Subtotal Offsets (Line 2a + Line 2b) ($________)
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 SOURCE AMOUNT
   ____________________  ____________________
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:
Other Revenue Sources (Only if % in LINE 5 is less than 100%)
SOURCE AMOUNT
__________________________________________________________________________________
__________________________________________________________________________________

FY 2020 Contractor Name: Barnstable County
If Federal Funds, CFDA #: 93.077
PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Document ID#:</th>
<th>MMARS Code:</th>
<th>Program Type</th>
<th>UFR Prog. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHINE PROGRAM</td>
<td>CT ELD 0364shineprogram2014barn</td>
<td>8036</td>
<td>Counseling Outreach and Training Consortia</td>
<td></td>
</tr>
</tbody>
</table>

**Current | Amend. Change | New**
---|---|---
Program Component | FTE | Amount | FTE | Amount | FTE | Amount

**COST REIMBURSEMENT ONLY**

<table>
<thead>
<tr>
<th>UFR Title #</th>
<th>Program Component</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Care/Program Support Staff/Overtime/Shift Differential &amp; Relief (Titles 101-141)</strong></td>
<td>1</td>
<td>58,706.32</td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL STAFF** 58,706.32

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 Payroll Taxes</td>
<td></td>
<td>851.24</td>
</tr>
<tr>
<td>151 Fringe Benefits</td>
<td></td>
<td>9,534.44</td>
</tr>
<tr>
<td><strong>T Total Direct Care/Program Staff</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>301 Program Facilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>390 Fac. Oper/Main/Furn</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>T Total Occupancy</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>201 Direct Care Consultant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>202 Temporary Help</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>203 Clients/Caregivers. Reimb/Stipends</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>206 Subcontract Dir. Care</strong></td>
<td></td>
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<tr>
<td><strong>204 Staff Training</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>205 Staff Mileage/Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>207 Meals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>208 Contracted Client Trans.</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>208 Vehicle Expenses</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>208 Vehicle Depreciation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>209 Incid. Health/Med Care</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>211 Client Per. Allowances</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>212 Prov. of Material Good</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>214 Direct Client Wages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>214 Other Commercial Prod. &amp; Svvs.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>215 Program Supplies/Mat</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>T Total Other Direct Care/Program Support</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>216 Program Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>410 Other Direct Administrative Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>T Total Direct Administrative Expenses</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL PROGRAM COSTS** 69,092.00

**410 Agency Admin. Support Allocation**
- **T** % $0

**T Commercial Earn. Factor, if applicable**
- **T** % $0

**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 $__________
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 of 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: ________
MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager
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.